Agenda

City Council Regular Session

Monday, February 10, 2025 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. Council Member Gene Gentrup

III. Roll Call

IV. Proclamations

V. Approve Minutes and Summaries

VI. Meeting Schedule

VII. Consent Agenda

A. Motion to approve the purchase of water treatment plant chemicals from Water Solutions Unlimited in an amount not to exceed $31,400.00

B. Motion to authorize a blanket purchase order for hydrated lime from Mississippi Lime in an amount not to exceed $525,000.00

C. Motion to authorize the purchase of a John Deere 444P Loader for the wastewater treatment plant in an amount not to exceed $183,891.00

D. Board/Commission Appointment
  1. Tree Board
    a. Appoint Arianna Downard to a term expiring 12/15/2027

VIII. Public Hearings

IX. Ordinances, Contracts and Resolutions

A. Ordinance acknowledging vendor payments for the period of January 17, 2025 to January 31, 2025

B. Resolution approving an amended final development plan for Fulkerson Cottages, to eliminate the gate from the entry at Reagan Circle and Fulkerson Circle, in Liberty, Clay County, Missouri (P&Z Case 25-04FDP-A) **(To Be Further Postponed to February 24, 2025)**

C. Ordinance amending Ordinance No. 9537 approving a second contract amendment for solid waste and recycling collection and Disposal services from January 1, 2025 to December 31, 2029 with Allied Services, LLC D/B/A Republic Services of Kansas City

D. Ordinance approving a contract for services with Stratus Building Solutions for FY2025 third-shift contractual custodial services at the Liberty Community

Center in an amount not to exceed $54,180.00

E. Roof repairs to the Liberty Community Center

1. Ordinance approving a contract for services with Delta Innovative Services, Inc for labor to repair the Liberty Community Center roof sections: B, D1, D2 and E in an amount not to exceed $71,345.00
2. Ordinance approving a guaranteed pricing agreement with Weatherproofing Technologies INC., for the purchase and delivery of materials to complete repairs to the Liberty Community Center roof sections: B, D1, D2, and E in an amount not to exceed $25,733.89

F. Ordinance approving a beverage agreement with Heartland Coca-Cola Beverage Company for purchase of product for the Capitol Federal Sports Complex and the Liberty Community Center in an amount not to exceed $70,000.00

G. Ordinance approving a design-build agreement with Black & McDonald, Inc. for design and installation of pedestrian lighting on Main Street north of Mississippi Street in an amount not to exceed $300,000.00

X. Other Business

XI. Citizens' Participation

XII. Miscellaneous Matters from City Administrator

XIII. Miscellaneous Matters from Mayor and City Council

XIV. Adjournment

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

CITY COUNCIL
ACTION REPORT

Meeting Date: February 10, 2025
A/R No.: 2025-48

Department: Utilities **Submitted By:** Andy Noll, Utilities Director

Subject: Motion to approve the purchase of water treatment plant chemicals from Water Solutions Unlimited in an amount not to exceed $31,400.00

Summary:

Purchase and delivery of 18,000 pounds of sodium fluoride to the water treatment plant from Water Solutions Unlimited in an amount not to exceed $31,400.00.

Background:

The water treatment plant uses the following chemicals in the process of treating drinking water:

1. hydrated lime
2. potassium permanganate
3. sodium hypochlorite
4. sodium fluoride
5. liquid ammonium sulfate
6. carbon dioxide

Hydrated lime and potassium permanganate are used in the softening process; sodium hypochlorite and liquid ammonium sulfate are used in the disinfection process and sodium fluoride is used to add fluoride to the drinking water. All chemicals, except potassium permanganate and carbon dioxide, require multiple deliveries throughout the year.

This action report is intended to authorize the purchase of sodium fluoride. The staff requested bids from multiple vendors for sodium fluoride but only received a bid from Water Solutions Unlimited in the amount of $31,400.00 to supply and deliver 18,000 lbs or nine pallets to the water plant, of course, crystal sodium fluoride. Staff recommends the authorization of the $31,400.00 expense.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 590-53009-802 Line Item:	Amount: $31,400.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Sodium Fluoride PO Info

Liberty missouri

Dallas Hendricks <dhendricks@libertymo.gov>

2025 pricing on bulk order chemicals for City of Liberty Water Treatment Plant

Dallas Hendricks <dhendricks@libertymo.gov>
To: jlashbrook@brenntag.com

Wed, Nov 20, 2024 at 12:15 PM

Hello Jeremy,

I was wondering if we could get 2025 pricing (when available) on a few chemicals for the water treatment plant here at City of Liberty in Missouri.

We were looking at:

Sodium Hypochlorite 12.5% bulk. ~4500gal truck deliveries.

Sodium fluoride 50lb bag | 2000lb pallet (40 bags)

Potassium Permanganate 55lb pail | ~2000lb pallet (36 pails)

Thank you in advance.

--

Dallas Hendricks | **Production Technician**
w. 816-439-4560 | c. 816-213-9470
e. dhendricks@libertymo.gov | www.libertymissouri.gov
City of Liberty, Missouri · Utilities | WTP

2025 Pricing on bulk order chemicals for City of Liberty Water Treatment Plant

Dallas Hendricks <dhendricks@libertymo.gov> Fri, Jan 3, 2025 at 5:30 PM
To: Jeremy.Lashbrook@brenntag.com

ello Jeremy,

I was wondering if we could get 2025 pricing (when available) on a few chemicals for the water treatment plant here at City of Liberty in Missouri.

We were looking at:

Sodium Hypochlorite 12.5% bulk. ~4500gal truck deliveries.

Sodium fluoride 50lb bag | 2000lb pallet (40 bags per pallet)

Potassium Permanganate 55lb bucket | ~2000lb pallet (36 buckets per pallet)

Thank you in advance.

--

Dallas Hendricks | **Production Technician**
w. 816-439-4560 | c. 816-213-9470
e. dhendricks@libertymo.gov | www.libertymissouri.gov
City of Liberty, Missouri · Utilities | WTP

2025 pricing on bulk chemicals for the City of Liberty Water Treatment Plant

Mike Ricks <mike.ricks@getwsu.com> Thu, Nov 21, 2024 at 6:32 AM
To: Sam Ricks <sam@getwsu.com>, Dallas Hendricks <dhendricks@libertymo.gov>

Hi Dallas,

Current pricing - would remain same form previous pricing
Sodium Fluoride - **$1.60 lb**
Potassium Permanganate **$3.25 lb**

These would be plus freight

Thanks for checking with us
Mike

Mike Ricks : **Water Solutions Unlimited, Inc.**
8824 Union Mills Drive
Camby, IN 46113
D: 317.736.6868 M: 317.339.6639

Please note, we a have recently migrated our emails to a new email. My new email is mike.ricks@getwsu.com. Emails to mricks@getwsu.com will be forwarded to the new emails, but you may want to update my contact information to mike.ricks@getwsu.com

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From: Sam Ricks <sam@getwsu.com>
Sent: Wednesday, November 20, 2024 1:26 PM
To: Dallas Hendricks <dhendricks@libertymo.gov>; Mike Ricks <mike.ricks@getwsu.com>
Subject: Re: 2025 pricing on bulk chemicals for the City of Liberty Water Treatment Plant

CITY COUNCIL
ACTION REPORT

Meeting Date: February 10, 2025
A/R No.: 2025-30

Department: Utilities **Submitted By**: Andy Noll, Utilities Director

Subject: Motion to authorize a blanket purchase order for hydrated lime from Mississippi Lime in an amount not to exceed $525,000.00

Summary:
Purchase of hydrated lime from Mississippi Lime for utilization in the City's water production process.

Background:
The City's water production plant uses certain chemicals in the production process. Lime is utilized in large quantities throughout the year for softening and coagulation. The 2025 Water Fund Budget includes funds to cover the purchase over the course of the year.

Mississippi Lime is a sole resource provider for quality lime in the region. A proposal was received from the company that includes a separate fuel surcharge cost and a delivered price per ton for the lime product.

The 2025 unit cost for standard hydrate lime is $302.00/ton, a 16% increase over 2024 costs. The delivery charge is $71.16/ton, an increase of 4% over 2024 costs. The final portion of the bill is a fuel surcharge cost that varies with the cost of diesel fuel and is estimated to be a 30% surcharge of the delivery fee for a combined estimated ton price of $394.51/ton. Deliveries are anticipated to be weekly to bi-weekly as required to meet demand. Annual chemical usages are very difficult to predict, as they are based upon water demand during the production year. All usage quantities are estimated in anticipation of the average demand historically experienced.

The 2025 budget includes a chemical line item budgeted at $625,000.00 that anticipates purchases of lime, bleach for disinfection, sodium fluoride and potassium permanganate. Staff recommends the approval of a blanket purchase order in the amount of $525,000.00 with Mississippi Lime for the purchase and delivery of standard hydrated lime for utilization in Liberty's water production process.

Previous Action (if applicable):
N/A

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:590-53009-802 Line Item:	Amount:$525,000.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. 2025 LIBERTY PRICING LETTER

MLC™
AN HBM COMPANY

December 2, 2024

City of Liberty Water Department
1920 Clay Brooke Drive
Liberty, MO 64068
Attn: Mr. Kevin Ash
Attn: Micah Hollingsworth

Subject: MLC January 1, 2025 Pricing

Dear Kevin/Micah:

Effective January 1, 2025, MLC will increase prices for its Quicklime, Hydrated Lime, Specialty, and Calcium Carbonate products.

Product: Hydrated Lime delivered in bulk Pneumatic truckloads from Ste. Gen only (minimum 24 tons)

Bulk Material Pricing ($/ton):	$302.00/ton FOB Ste. Genevieve, MO
Truck Delivery Charges ($/ton):	$71.16/ton FOB Ste. Genevieve, MO plus monthly variable Fuel Surcharge

Fuel Surcharge (FSC): FSC % is subject to change monthly and calculated using the previous month average Midwest Diesel Fuel cost as reported by the U.S. Department of Energy Information. The published average Diesel cost is matched to FSC Rate Table % rate to determine FSC Rate for the upcoming month. Example: The monthly FSC is 30% and truck delivery is $40.00/ton. $40.00/ton X .30 = $12.00/ton FSC itemized and added to invoice.

Please feel free to contact me if you have any questions. MLC is pleased to be a longtime supplier to your plant and hopes to continue our service long into the future. Thanks for your past support and best wishes for continued success in 2025.

Sincerely,

Jennifer J. Huff
Regional Sales Manager
MLC
402-607-5624
jjhuff@mlc.com

CITY COUNCIL
ACTION REPORT

Meeting Date: February 10, 2025
A/R No.: 2025-42

Department: Utilities

Submitted By: Matt Redenbaugh, Operations Manager Wastewater

Subject: **Motion to authorize the purchase of a John Deere 444P Loader for the wastewater treatment plant in an amount not to exceed $183,891.00**

Summary:

Approve the purchase of a loader for the Wastewater Treatment Plant for Biosolids handling.

Background:

The wastewater plant continually creates biosolids throughout the year. These biosolids require special handling due to having potential nutrients and/or contaminants. In 2024, biosolids started going to the landfill, which requires using a loader to fill dump trucks and then those dump trucks dispose of the biosolids at the landfill.

We have been sharing a loader with utility maintenance, which has presented the following challenges:
1. Through the loading process, biosolids get all over the loader and create a potential cross contamination issue due to this same loader being used to load soil and rock for water and sewer breaks. We do our best to clean the machine after loading the biosolids, but there is always a concern for cross contamination/potential liability. Cleaning the loader is very time-consuming and difficult to fully remove the cross contamination concern.
2. There is no suitable backup. In the event of the loader breaking/requiring maintenance or being required for another job, we would have to select which job takes priority, leaving some of the staff unable to perform their daily duties/responsibilities. In the event of the loader breaking, it leaves the whole department unable to perform the required tasks.
3. Loading Biosolids requires proper planning/coordination with vendors and leaves little room for other emergencies which could come up with utility work.

To address the above concerns, the wastewater plant needs to have its own loader.

Three bids were obtained, with all equipment being of similar size and functionality. The selected bid/winning bid is John Deere 444P through Murphy Tractor and Equipment. Cost, reliability and performance are considerations in this evaluation for the winning bid. The winning bid/John Deere loader is also compatible with existing buckets and other attachments. Staff recommends approval of the purchase of a John Deere 444P loader from Murphy Tractor and Equipment in an amount not to exceed $183,891.00.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 593-70001-902-000000 Line Item:	Amount: $183,891.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Liberty-Murpy Equipment John Deere 444P wheel loader bid
2. Liberty-John Deere 444P wheel loader bid
3. Liberty-Volo L60 wheel loader bid
4. Compiled BID list

Quote Id: 32221201

Prepared For:

CITY OF LIBERTY

Prepared By: **JUSTIN GRISHAM**

Murphy Tractor & Equipment
8600 Ne Parvin Road
Kansas City, MO 64161

Tel: 816-483-5000
Mobile Phone: 816-329-9079
Fax: 816-455-0592
Email: jgrisham@murphytractor.com

Date: 16 January 2025

Offer Expires: 28 March 2025

Quote Summary

Prepared For:	**Prepared By:**
CITY OF LIBERTY 101 E KANSAS ST LIBERTY, MO 64068 Home: 816-792-6000 Business: 816-439-4400 GHARTER@LIBERTYMO.GOV	JUSTIN GRISHAM Murphy Tractor & Equipment 8600 Ne Parvin Road Kansas City, MO 64161 Phone: 816-483-5000 Mobile: 816-329-9079 jgrisham@murphytractor.com

Sourcewell Contract 011723-JDC
Member Number

Quote Id:	32221201
Created On:	16 January 2025
Last Modified On:	27 January 2025
Expiration Date:	28 March 2025

Equipment Summary	**Qty**	**Extended**
JOHN DEERE 444 P-Tier Wheel Loader	1	
John Deere Extended Warranty-12 Months Unlimited Hours Full Machine Comprehensive Warranty	1	
Equipment Total		**$ 183,891.00**

Quote Summary	
Equipment Total	$ 183,891.00
SubTotal	$ 183,891.00
Total	$ 183,891.00
Balance Due	**$ 183,891.00**

Salesperson : X ______________

Accepted By : X ______________

Selling Equipment

Quote Id: 32221201 **Customer:** CITY OF LIBERTY

JOHN DEERE 444 P-Tier Wheel Loader

Hours:
Stock Number:

Code	Description	Qty
6011DW	444 P-Tier Wheel Loader	1
	Standard Options - Per Unit	
183E	JDLink™	1
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0400	Standard Loader	1
0451	Standard Z-BAR	1
0612	Level 2 Trim	1
0654	Level 1 Performance	1
0951	Rear Camera (Primary Display)	1
1100	Less Detection System	1
1301	Left Side Steps	1
2201	Less Payload Scale w/ Cycle Counter	1
4065	John Deere 4.5L - FT4/SV	1
5106	No Brand Preference - 17.5R25 L2 1-Star Radial Tires w/ 3 PC Rims	1
5553	Full Coverage Front Fenders	1
6522	Rear Counterweight & Rear Hitch w/ Pin	1
7026	Joystick Controls	1
7053	Two Function Hydraulics	1
7403	Hydraulic Coupler - JRB 416 Pattern	1
7465	Less Cutting Edge, Segments, and Teeth	1
7500	Less Fork Frame	1
7700	Less Tines	1
7800	Less Bucket	1
8008	17.5R25 L2 1-Star Radial Tires w/ 3 PC Rims - No Brand Preference	1
8295	Heated And Powered Exterior Mirrors	1
8500	Cold Weather Package	1
	Dealer Attachments	
	12' TAG Snow Box Blade	1
	Premium Radio Plus Install	1
	Service Agreements	

John Deere Extended Warranty - 12 Months Unlimited Hours Full Machine Comprehensive Warranty	
Other Charges	
Freight	1
Setup	1
Branch / Local Freight	1
Followup	1
Sourcewell Fee	1
Fuel	1

THE G. W. VAN KEPPEL COMPANY
1801 North 9th Street, Kansas City, KS 66101 (913) 281-4800
P.O. Box 2923, Kansas City, KS 66110 Fax (913) 281-4815

City Of Liberty, Mo
Attn: Clint

2024 VOLVO L60H2 WHEEL LOADER **1-27-2025**
SERIAL #624423
ENGINE SERIAL #13248734
WL11002 LONG BOOM
WL20116 20.5R25* TITAN MXL L3
WL21004 4-RIMS (3PC)FOR 20.50 OR 600 TIRES
WL22004 FULL COVERAGE FENDERS REAR FOR STANDARD TIRES
WL23003 MUDFLAPS FOR FULL FENDERS FOR STANDARD TIRES
WL30007 FUEL FILL STRAINER
WL30024 DELAYED ENGINE SHUTDOWN
WL37001 REVERSIBLE COOLING FAN
WL41010 VOLVO AIRSUSP, HEATED, 2PT, 3" BELT
WL42001 AIR CONDITIONING WITH ACC
WL43006 RADIO IN COPILOT 2.0 BLUETOOTH/USB/AUX
WL44008 LH COPILOT 2.0 RADIO MOUNTING KIT INCLUDING 20 AMP CONVERTER, SPEAKERS & 12V OUTLET
WL45001 STEERING KNOB
WL45003 SLIDING WINDOW IN DOOR
WL45004 ACC FAHRENHEIT DECAL ONLY
WL45005 UNIVERSAL KEY
WL45019 SECONDARY STEERING, ELECTRIC
WL45023 LUNCH BOX HOLDER
WL45027 ANCHORAGE MANUAL
WL45065 VOLVO CO-PILOT 2 INCL CAMERA
WL45068 NO ONBOARD WEIGHING HARDWARE
WL45201 REARVIEW MIRROS,EL.ADJ& HEAT
WL50020 HEADLIGHTS LED
WL50022 LED ECONOMY PACKAGE
WL54001 BACK UP ALARM
WL61019 3RD HYDRAULIC FUNCTION, LONG BOOM
WL64002 SEPARATE ATTACHMENT, LONG BOOM
WL65013 MAX BOOM HEIGHT
WL71002 OIL SAMPLING PORTS
WL71005 FOOTSTEPS FRONT FRAME
WL71009 FOOTSTEP, RIGHT SIDE
WL80001 BOOM SUSPENSION SYSTEM
WL83004 DECALSM ENGLISH/SPANISH
WL86013 COVER PLATES, REAR FRAME
WL86041 FRAME, LIFETIME WARRANTY
WL88010 CARETRACK CONNECTIVITY 4 YR SUBSCRIPTION
WL88020 DE-ACTIVATE SAT
WLA85345 ATTACHMENT BRACKET
WL39501 RIMPULL
WL32017 ENGINE D6J (TIER 4F) US

WL00034 MANUAL KIT, USA
WL44101 HANDSFREE IN CO-PILOT 2.0
WL88201 OPERATOR COACHING START
BUCKET 104" 2.6YD3 HD GP H/O L60H EQ#44149

Purchase Price: $193,000.00
FOB KCK
Includes: 1 year or 1,500 hour factory warranty

Adder pricing:
-4 year – 4,000 hour Premier extended warranty pricing if needed add $10,000.00
-Set of 60" forks and frame add $12,500.00

This sale is subject to all sales tax where applicable.

Thank you for the opportunity!

Bill Dooley
Territory Manager
Construction Sales and Rental
816-527-5840
bdooley@vankeppel.com

City of Liberty, Mo Date

City of Liberty WWTP Wheel loader Bids

Caterpillar 920-14 - $216,704.48 - Foley Construction Equipment

John Deere 444P- $183,891.00 - Murphy Tractor & Equipment

Volvo- L60- $193,000 - Van Keppel Construction Equipment

-John Deere is the most attractive option for multiple reasons. It will provide the maintenance division as well as the WWTP staff with redundancy. Allowing us to utilize a backup machine during emergency events and/or the unfortunate breakdown of one machine. Secondly, having a separate loader for the plant keeps possible bio-solid cross-contamination out of clean rock piles that our maintenance division uses for backfilling. Choosing the John Deere also lets us keep our costs down by utilizing the attachments we already have. (2 buckets & 1 fork set). The new machine was quoted without a bucket. However, it will come with a 12' snow box blade to ease clearing the plant roads during snow events. Our current loader is identical to the quoted wheel loader in every aspect. The JD 444 platform has proven to be a very low maintenance & very reliable machine over the last 8 years of ownership. Which is paramount to our operation's daily workload. Lastly, Murphy tractor & equipment has been a pleasure to deal with and is in very close proximity to our location for repair & routine PM services.

Quote 218653-01

Jan 16, 2025

CITY OF LIBERTY UTILITIES
2800 RIVERVIEW RD
LIBERTY
Missouri
64068-8425

Attention: CLINT PARNELL

Dear Sir,
We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 920-14 WheelLoaders

STOCK NUMBER: XGN6020 **SERIAL NUMBER:** 0SL402213 **YEAR:** 2024 **SMU:** 7.50

We wish to thank you for the opportunity of quoting on your equipment needs. This quote is contingent upon Customer's acceptance of Foley's standard terms and conditions. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
Adam Lynd
Regional Sales Representative

Caterpillar Model: 920-14 WheelLoaders

STANDARD EQUIPMENT

POWERTRAIN, Cat C3.6 Engine, -Common rail fuel injection, -U.S. EPA Tier 4 Final/ EU Stage V, Caterpillar NOx Reduction System, Fuel: Ultra Low Sulphur Diesel @ <15ppm, Engine Oil: Cj-4, Electric fuel pump with 4 micron, filtration, S.O.S port, transmission oil, Hydrostatic transmission, Lube for life universal joints, Forward - Neutral - Reverse on joystick, 100% locking differentials, on the, fly activation, Air cleaner, radial seal, dual filters, Cooling fan, hydraulic, Intergrated Cyclone pre-cleaner,

HYDRAULICS, Two valve, single lever joystick, Diagnostic pressure taps, SOS port, hydraulic oil, Hydraulically demand driven cooling fan, Hystat and variable displacement pump,

ELECTRICAL, 150 Amp alternator, Roading lights, 12 volt direct electric starting, Battery disconnect switch

OPERATOR ENVIRONMENT, Hydraulic control lever lockout, Electrohydraulic implement controls, Gauges, - Engine coolant temperature, - Hydraulic oil temperature, - Fuel level, - Speedometer, - Digital Hour meter, - DEF, Operator warning system indicators:, - Brake charge pressure low, - Engine malfunction, - Park brake applied, - Electrical system voltage flow, - Hydraulic oil filter bypass, - Action indicator, Seat, - adjustable height, backrest, armrest, - Seat belt, retractable, Heater/defroster, Wiper/washer (front & rear), Tinted front glass,laminated, Adjustable steering column, Rear window defrost, Lockable Storage box with cup holder, Internal 12V power source, External 12V power source,

FLUIDS, Extended life coolant antifreeze, Protected to -36C (-33F) hydraulic oil, Cat Advanced Hydo 10,

OTHER STANDARD EQUIPMENT, Parallel lift, Optimised Z-Bar loader, Fenders, front and rear, Engine enclosure - lockable, Recovery hitch, Vandalism protection - locked service, points, REGIONAL STANDARDS(as required), Chocks, bucket tooth or edge guard, Decals, roading speed, Reflectors, roading, Camara, rear view, Beacon,

MACHINE SPECIFICATIONS

Description	Reference No
920 14A WHEEL LOADER	538-6990
ENGINE	541-0761
FAN, REVERSING	538-7187
POWERTRAIN, HI RIMPULL, 24MPH	538-7161
COUPLER, FUSION, STD LIFT	541-6332
HYDRAULICS, 3V, STD LIFT	538-7202
LIGHTS,ROADING,RH DIP,HAL-LED	571-2780
STEERING, STANDARD	538-7124
CAB, DELUXE, SINGLE BRAKE	542-9197
SEAT, DELUXE	539-7204
CAMERA, REAR VIEW	504-4835
SEAT BELT, RETRACTABLE 2"	550-9815
HEATER AND AIR CONDITIONER	538-7130
SECURITY SYSTEM, NONE	433-3258
TIRES, 20.5 R25, MX, XHA2	561-7108
CTWT STANDARD, 2612 LBS	538-7162
FENDERS, STANDARD, 20.5 TIRES	546-5274
HYDRAULIC OIL, STANDARD	450-5405
RIDE CONTROL	541-2852
INSTRUCTIONS, ANSI	560-3441
SERIALIZED TECHNICAL MEDIA KIT	421-8926
ARCTIC WEATHER PACKAGE, 120V	558-3772
ALARM, BACK-UP	543-4225
WORKTOOL, WIRING	554-6985
LIGHTS, STD, HALOGEN	448-9539
PRODUCT LINK, CELLULAR PL243	636-3590
STANDARD RADIO (12V)	541-4413
TOOL BOX	471-6921
WHEEL CHOCK	468-3869
JUMPER HOSE, 3V, TWIST, FUSION	559-3857
PACKING, LAST MILE PROGRAM	0P-4299
RUST PREVENTATIVE APPLICATOR	0G-3273
2024 MODEL	
BK26F30GP - XGN01006	0P0082

SELL PRICE	$216,704.48
CSA	Included
NET BALANCE DUE	**$216,704.48**
PLUS APPLICABLE TAXES CALCULATED AT DELIVERY	**$216,704.48**

WARRANTY

Standard Warranty:	12 months unlimited hours
Extended Warranty:	
CSA	CVA BASIC NO OIL 1000 HOURS/2 YEAR

F.O.B/TERMS

Kansas City, MO

Accepted by___________________________________ **on** ____________________

Signature

The City of
Liberty
missouri

To: City Council Members
From: Greg Canuteson, Mayor
Subject: Boards and Commissions Appointments
Date: February 10, 2025

I would like to recommend the following individual for appointment to the board/commission listed below:

1. Tree Board

    a. Appoint Arianna Downard to a term expiring 12/15/2027.

        Arianna Downard is a Liberty resident with extensive background knowledge in local flora; especially in trees. She has held leadership roles for various community groups in the past.

Document No. ________

ORDINANCE NO.________

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS FOR THE PERIOD OF January 17, 2025 to January 31, 2025

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

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

FUND NAME	FUND NUMBER	AMOUNT
GENERAL OPERATING FUND	100	$ 518,956.78
DOWNTOWN 353	249	$ 180.00
RESIDENTIAL 353	250	$ 120.00
CID-LIBERTY COMMONS	600	$ 4,045.50
CAPTIAL SALES TAX FUND	351	$ 60,112.99
TRANSPORTATION SALES TAX FUND	352	$ 4,547.15
PARKS FUND	460	$ 22,445.14
SPORTS COMPLEX FUND	461	$ 9,089.69
COMMUNITY CENTER FUND	465	$ 11,209.57
TRANSIENT GUEST TAX FUND	244	$ 31,294.13
CEMETERY MAINTENANCE FUND	247	$ 296.80
WATER OPERATING FUND	590	$ 263,784.70
WASTEWATER OPERATING FUND	591	$ 69,264.04
WATER CAPITAL FUND	592	$ 83,168.53
SOLID WASTE FUND	595	$ 1,270.47
PAYROLL CHECKS & BENEFITS	1/24/25	$ 1,352,873.37
TOTAL APPROPRIATIONS		**$ 2,432,658.86**

PASSED by the Council this 10th day of February, 2025.

____
Greg Canuteson - MAYOR

ATTEST:

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DEPUTY CITY CLERK

APPROVED by the Mayor this 10th day of February, 2025.

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Greg Canuteson - MAYOR

Appropriations Legend

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

JANUARY 24, 2025

City of Liberty

AP List Checks Invoices

Check Type: All; **Check Date between:** 01/23/2025 and 01/24/2025;

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189167; 01/24/2025; Outstanding; null										
	12	R. JOEL REINOEHL	AT0022	01/21/2025	PARKS & RECREATION		460-55041-400-000000	CONTRACT LABOR	Adam's Toyota Banner Sponsorship	$ 37.48
	12	R. JOEL REINOEHL	AT0022	01/21/2025	PARKS & RECREATION		465-55043-420-000000	SPONSORSHIPS	Adam's Toyota Banner Sponsorship	$ 56.23
	12	R. JOEL REINOEHL	HW016	01/21/2025	PARKS & RECREATION		460-55041-400-000000	CONTRACT LABOR	Heather Schley Banner Sponsorship	$ 86.62
	12	R. JOEL REINOEHL	SRJ01	01/21/2025	PARKS & RECREATION		460-55041-400-000000	CONTRACT LABOR	Spartan Jack Banner Sponsorship	$ 86.62
	12	R. JOEL REINOEHL	AT0022	01/21/2025	PARKS & RECREATION		461-55044-451-000000	MISCELLANEOUS FEES	Adam's Toyota Banner Sponsorship	$ 114.54
	12	R. JOEL REINOEHL	HW016	01/21/2025	PARKS & RECREATION		465-55043-420-000000	SPONSORSHIPS	Heather Schley Banner Sponsorship	$ 129.94
	12	R. JOEL REINOEHL	SRJ01	01/21/2025	PARKS & RECREATION		465-55043-420-000000	SPONSORSHIPS	Spartan Jack Banner Sponsorship	$ 129.94
	12	R. JOEL REINOEHL	HW016	01/21/2025	PARKS & RECREATION		461-55044-451-000000	MISCELLANEOUS FEES	Heather Schley Banner Sponsorship	$ 264.69
	12	R. JOEL REINOEHL	SRJ01	01/21/2025	PARKS & RECREATION		461-55044-451-000000	MISCELLANEOUS FEES	Spartan Jack Banner Sponsorship	$ 264.69
	12	R. JOEL REINOEHL	BR015	01/21/2025	PARKS & RECREATION		461-55044-451-000000	MISCELLANEOUS FEES	Brass Rail Field Sponsorship	$ 360.00
CHECK TOTAL FOR CHECK NUMBER 189167										**$ 1,530.75**
189168; 01/24/2025; Outstanding; null										
	42	BRANDY ELECTRIC, INC.	4219	06/23/2024	PARKS & RECREATION		461-57022-451-000000	GROUNDS/ LANDSCAPING	junction box replacement	$ 2,023.00
CHECK TOTAL FOR CHECK NUMBER 189168										**$ 2,023.00**
189169; 01/24/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	9632617	01/09/2025	PUB WRKS-PO	Reclass to 100.57020.202.00000	100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	$ 943.71
CHECK TOTAL FOR CHECK NUMBER 189169										**$ 943.71**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189170; 01/24/2025; Outstanding; null										
	84	QUALITY PLUMBING, INC.	70207617	12/12/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Waterline Re-Piping	$ 16,800.00
	84	QUALITY PLUMBING, INC.	70185846	12/23/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Re-Piping	$ 19,093.47
CHECK TOTAL FOR CHECK NUMBER 189170										**$ 35,893.47**
189171; 01/24/2025; Outstanding; null										
Address needs changed. Looks incorrect. Will attach PA	93	VIRTRU CORPORATION	INV-132049	01/13/2025	TECH & LOGISTICS		100-55001-170-000000	INTERNET SERVICE FEES	Virtru renewal - 2025	$ 7,182.95
CHECK TOTAL FOR CHECK NUMBER 189171										**$ 7,182.95**
189172; 01/24/2025; Outstanding; null										
	96	INSIGHT PUB SAFETY & FORENSIC	2040	01/10/2025	POLICE		100-55007-501-000000	TESTING FEES	Psych (Smith)	$ 550.00
CHECK TOTAL FOR CHECK NUMBER 189172										**$ 550.00**
189173; 01/24/2025; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11342	01/02/2025	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Intake Processing, DNA Sample, Lab Exam	$ 1,144.19
CHECK TOTAL FOR CHECK NUMBER 189173										**$ 1,144.19**
189174; 01/24/2025; Outstanding; null										
	243	METROPOLITAN TELECOMM	100531062-395-8	01/15/2025	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	mettel pots lines	$ 677.44
CHECK TOTAL FOR CHECK NUMBER 189174										**$ 677.44**

City of Liberty

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189175; 01/24/2025; Outstanding; null										
	314	RICOH USA, INC	40121218	01/18/2025	ANIMAL CONTROL		100-53031-165-000000	COPIER LEASE & USAGE	Copier Lease	$ 91.26
	314	RICOH USA, INC	40120082	01/17/2025	COURT		100-53031-116-000000	COPIER LEASE & USAGE	PERIODIC PAYMENT	$ 105.53
	314	RICOH USA, INC	40121233	01/18/2025	FINANCE		100-53031-130-000000	COPIER LEASE & USAGE	Finance Copier Lease	$ 139.85
	314	RICOH USA, INC	40121115	01/18/2025	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	CIU Lease - February	$ 153.81
CHECK TOTAL FOR CHECK NUMBER 189175										**$ 490.45**
189176; 01/24/2025; Outstanding; null										
	337	COLD SOLUTIONS AT RUSH CREEK	1362	01/01/2025	PUBLIC WORKS		100-55032-202-000000	REFUSE COLLECTION FEES	Cold Storage Rent - January 2025	$ 1,800.00
CHECK TOTAL FOR CHECK NUMBER 189176										**$ 1,800.00**
189177; 01/24/2025; Outstanding; null										
	342	CANON FINANCIAL SERVICES, INC	37564718	01/12/2025	PUBLIC WORKS		100-53031-201-000000	COPIER LEASE & USAGE	Copier Lease- Jan. 2025	$ 76.00
	342	CANON FINANCIAL SERVICES, INC	37564718	01/12/2025	PUBLIC WORKS		100-53031-150-000000	COPIER LEASE & USAGE	Copier Lease- Jan. 2025	$ 76.00
CHECK TOTAL FOR CHECK NUMBER 189177										**$ 152.00**
189178; 01/24/2025; Outstanding; null										
	415	CRAWFORD, MURPHY & TILLY INC	0239045	11/12/2024	PUB WRKS-PO		352-57044-201-000000	OVERLAY PROGRAM	Road Barrier System Design	$ 3,755.00
CHECK TOTAL FOR CHECK NUMBER 189178										**$ 3,755.00**
189179; 01/24/2025; Outstanding; null										
	586	HEARTLAND TRAFFIC SERVICES INC	245084-002	11/30/2024	PUB WRKS-PO		351-70023-201-000000	PROJECT CONTINGENCIES	Contract for Contracting Services	$ 15,716.70
	586	HEARTLAND TRAFFIC SERVICES INC	245084-001	11/30/2024	PUB WRKS-PO		351-70023-201-000000	PROJECT CONTINGENCIES	Contract for Contracting Services	$ 43,659.00
CHECK TOTAL FOR CHECK NUMBER 189179										**$ 59,375.70**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189180; 01/24/2025; Cleared; 01/24/2025										
	599	JOSTLE CORPORATION	IN11893	01/06/2025	IT-CONTRACT		100-14001-000-000000	OTHER PREPAYMENTS	Prepay 2026	$ 1,699.83
	599	JOSTLE CORPORATION	IN11893	01/06/2025	IT-CONTRACT		100-57030-170-000000	SOFTWARE MAINTENANCE	jostle renewal - 2025	$ 18,698.13
CHECK TOTAL FOR CHECK NUMBER 189180										**$ 20,397.96**
189181; 01/24/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	1/21/2025	01/22/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 64.00
CHECK TOTAL FOR CHECK NUMBER 189181										**$ 64.00**
189182; 01/24/2025; Outstanding; null										
	632	NATL BAND & TAG INC	299079	01/10/2025	ANIMAL CONTROL		100-53000-165-000000	GENERAL SUPPLIES	city licenses	$ 410.10
CHECK TOTAL FOR CHECK NUMBER 189182										**$ 410.10**
189183; 01/24/2025; Outstanding; null										
includes prepaid - 100-14001-000-000000	657	LOGICALIS, INC.	IN233887	10/15/2024	IT-CONTRACT		100-57016-170-000000	IT MAINTENANCE & SERVICES	DNA Enterprise license maint renewal	$ 6,900.65
includes prepaid - 100-14001-000-000000	657	LOGICALIS, INC.	IN233887	10/15/2024	IT-CONTRACT		100-14001-000-000000	OTHER PREPAYMENTS	2025 Prepay	$ 20,701.95
CHECK TOTAL FOR CHECK NUMBER 189183										**$ 27,602.60**
189184; 01/24/2025; Outstanding; null										
	694	PARTY 2 GO LLC	0258352	01/21/2025	PARKS & RECREATION		460-53003-400-000000	RECREATION SUPPLIES	Bubbles for Splash Bash on 8.16.2025	$ 600.00
	694	PARTY 2 GO LLC	258351	01/21/2025	TRANSIENT GUEST TAX		244-59006-119-000000	LIBERTY FEST	Bubbles for Liberty Fest on 7.3.2025	$ 600.00
CHECK TOTAL FOR CHECK NUMBER 189184										**$ 1,200.00**

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189185; 01/24/2025; Outstanding; null										
	762	SUPERIOR-BOWEN ASPHALT	50386	12/04/2024	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	ST Rock	$ 131.30
	762	SUPERIOR-BOWEN ASPHALT	50525	12/11/2024	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	ST Rock	$ 131.30
CHECK TOTAL FOR CHECK NUMBER 189185										**$ 262.60**
189186; 01/24/2025; Outstanding; null										
	781	TEKLAB, INC.	320078	01/16/2025	UTILITIES-PO		591-55020-902-000000	LAB FEES	WWT LAB SERVICES	$ 794.10
CHECK TOTAL FOR CHECK NUMBER 189186										**$ 794.10**
189187; 01/24/2025; Outstanding; null										
	840	MAX10 MO LLC	00172081	01/01/2025	PUB WRKS-PO		100-55041-202-000000	CONTRACT LABOR	Monthly Janitorial Services for City Hall	$ 2,380.00
CHECK TOTAL FOR CHECK NUMBER 189187										**$ 2,380.00**
189188; 01/24/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-17961	01/15/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	207 Oil Change	$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-17935	01/14/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	211 Oil Change	$ 58.98
CHECK TOTAL FOR CHECK NUMBER 189188										**$ 105.96**
189189; 01/24/2025; Outstanding; null										
	880	DATAFY LLC	6268	01/02/2025	TRANSIENT GUEST TAX		244-55001-119-000000	INTERNET SERVICE FEES	Datafy Tourism Data Dashboard	$ 21,000.00
CHECK TOTAL FOR CHECK NUMBER 189189										**$ 21,000.00**
189190; 01/24/2025; Outstanding; null										
	915	FIBER PLATFORM, LLC	SI-25-000667	01/01/2025	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	fiber circuit	$ 7,682.00
CHECK TOTAL FOR CHECK NUMBER 189190										**$ 7,682.00**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189191; 01/24/2025; Void; null										
	931	MO VALLEY ASSOC OF FIRE CHIEFS	YOUNG	01/22/2025	FIRE		100-54004-301-000000	TRAINING COSTS	Force Conference Rgistration	** $ 650.00
CHECK TOTAL FOR CHECK NUMBER 189191										**$ 0.00**
189192; 01/24/2025; Outstanding; null										
	1059	CLAY CO RECORDER	20230023179	10/25/2023	ECO/DEVO SALES TAX		249-53037-152-000000	TIF REIMBURSABLE FEES	Commercial 353	$ 60.00
	1059	CLAY CO RECORDER	20240009386	05/10/2024	ECO/DEVO SALES TAX		249-53037-152-000000	TIF REIMBURSABLE FEES	Commercial 353	$ 60.00
Commercial & Residential 353 Recording	1059	CLAY CO RECORDER	20240020627	09/20/2024	ECO/DEVO SALES TAX		249-53037-152-000000	TIF REIMBURSABLE FEES	Commercial 353	$ 60.00
Commercial & Residential 353 Recording	1059	CLAY CO RECORDER	20240020627	09/20/2024	ECO/DEVO SALES TAX		250-53037-153-000000	TIF REIMBURSABLE FEES	Residential 353	$ 120.00
	1059	CLAY CO RECORDER	20250000969	01/15/2025	PUBLIC WORKS		100-55016-150-000000	RECORDING FEES	ROW Vacation - 9 N. Water	$ 63.00
CHECK TOTAL FOR CHECK NUMBER 189192										**$ 363.00**
189193; 01/24/2025; Outstanding; null										
	1787	PURCELL TIRE AND RUBBER CO	3284832	01/11/2025	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	ST Tires	$ 620.35
	1787	PURCELL TIRE AND RUBBER CO	3284796	01/04/2025	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	ST Skid Loader Tires	$ 1,565.85
	1787	PURCELL TIRE AND RUBBER CO	3284885	01/13/2025	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	St Veh Maintenance #716	$ 2,127.61
CHECK TOTAL FOR CHECK NUMBER 189193										**$ 4,313.81**
189194; 01/24/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85625099	01/15/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	$ 187.16
	2300	BOUND TREE MEDICAL LLC	85621319	01/13/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	$ 2,262.35
CHECK TOTAL FOR CHECK NUMBER 189194										**$ 2,449.51**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189195; 01/24/2025; Outstanding; null										
	2879	L-L TOWING CO	88317	01/05/2025	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	ST - #715	$ 250.00
	2879	L-L TOWING CO	88315	01/05/2025	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	ST - Plow Truck Towing	$ 500.00
CHECK TOTAL FOR CHECK NUMBER 189195										**$ 750.00**
189196; 01/24/2025; Outstanding; null										
	3160	BURNS & MCDONNELL ENG CO	117361-19	11/25/2024	UTILITIES-PO		592-70017-802-000000	ENGINEERING DESIGN	WTR LIME FEED UPGRADE	$ 9,305.56
CHECK TOTAL FOR CHECK NUMBER 189196										**$ 9,305.56**
189197; 01/24/2025; Outstanding; null										
	3993	CREATIVE CARNIVALS & EVENTS	053025ENT	01/15/2025	PARKS & RECREATION		460-53003-400-000000	RECREATION SUPPLIES	Glitter Tattoos for Poolside Palooza on 5.30.2025	$ 420.00
	3993	CREATIVE CARNIVALS & EVENTS	081625ENT	01/15/2025	PARKS & RECREATION		460-53003-400-000000	RECREATION SUPPLIES	Glitter Tattoos for Splash Bash on 8.16.2025	$ 420.00
	3993	CREATIVE CARNIVALS & EVENTS	051025ENT	01/15/2025	PARKS & RECREATION		460-53003-400-000000	RECREATION SUPPLIES	Caricature Artists for Pup Cup Pop Up on 5.10.2025	$ 540.00
CHECK TOTAL FOR CHECK NUMBER 189197										**$ 1,380.00**
189198; 01/24/2025; Outstanding; null										
LIB1	4100	UMB BANK N A	998972	01/10/2025	FINANCE	LIB1	351-80018-201-000000	DEBT SERVICE FEES	LIB1 ADMIN FEES-REF 2013	$ 53.52
LIB1	4100	UMB BANK N A	998972	01/10/2025	FINANCE	LIB1	352-80018-201-000000	DEBT SERVICE FEES	LIB1 ADMIN FEES-REF 2013	$ 108.66
LIB1	4100	UMB BANK N A	998972	01/10/2025	FINANCE	LIB1	351-80018-201-000000	DEBT SERVICE FEES	LIB1 ADMIN FEES-REF 2012	$ 155.82
CHECK TOTAL FOR CHECK NUMBER 189198										**$ 318.00**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189199; 01/24/2025; Outstanding; null										
all 2025	4263	SPROUT SOCIAL INC	INV-69924	12/31/2024	TECH & LOGISTICS		100-57030-170-000000	SOFTWARE MAINTENANCE	sprout social renewal	$ 17,738.85
CHECK TOTAL FOR CHECK NUMBER 189199										**$ 17,738.85**
189200; 01/24/2025; Outstanding; null										
includes prepaid - 100-14001-000-000000	4299	ZONES INC	K30410970101	01/07/2025	IT-CONTRACT		100-14001-000-000000	OTHER PREPAYMENTS	Prepay 2028 (01/28-02/28)	$ 3,855.79
includes prepaid - 100-14001-000-000000	4299	ZONES INC	K30410970101	01/07/2025	IT-CONTRACT		100-57016-170-000000	IT MAINTENANCE & SERVICES	Veeam maint renewal 3 year (2025)	$ 19,278.89
includes prepaid - 100-14001-000-000000	4299	ZONES INC	K30410970101	01/07/2025	IT-CONTRACT		100-14001-000-000000	OTHER PREPAYMENTS	Prepay 2026	$ 23,134.67
includes prepaid - 100-14001-000-000000	4299	ZONES INC	K30410970101	01/07/2025	IT-CONTRACT		100-14001-000-000000	OTHER PREPAYMENTS	Prepay 2027	$ 23,134.67
CHECK TOTAL FOR CHECK NUMBER 189200										**$ 69,404.02**
189201; 01/24/2025; Outstanding; null										
	4425	ELLIOTT EQUIPMENT COMPANY	183167A	12/17/2024	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	St Veh Maintenance - Street Sweeper	$ 921.62
CHECK TOTAL FOR CHECK NUMBER 189201										**$ 921.62**
189202; 01/24/2025; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	1/21/2025	01/22/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 19.00
CHECK TOTAL FOR CHECK NUMBER 189202										**$ 19.00**
189203; 01/24/2025; Outstanding; null										
	4509	BLUE VALLEY PUBLIC SAFETY INC	18620	01/16/2025	FIRE		100-57014-300-000000	EMERGENCY MGT MAINTENANCE	Fire electrical installation	$ 1,850.00
CHECK TOTAL FOR CHECK NUMBER 189203										**$ 1,850.00**

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189204; 01/24/2025; Outstanding; null										
	4763	PRINTING UNLIMITED	72030	01/20/2025	FIRE		100-53000-300-000000	GENERAL SUPPLIES	Fire business cards	$ 55.33
	4763	PRINTING UNLIMITED	72054	01/20/2025	FIRE		100-53000-300-000000	GENERAL SUPPLIES	Fire business cards	$ 57.33
	4763	PRINTING UNLIMITED	72048	01/21/2025	PLANNING & DVLP		100-53032-151-000000	OUTSIDE PRINTING	Business Cards for Jeremy Adams	$ 76.86
CHECK TOTAL FOR CHECK NUMBER 189204										**$ 189.52**
189205; 01/24/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23230	01/08/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	feline neuter	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23222	01/02/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	feline spay	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23066	11/14/2024	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	canine neuter	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23244	01/02/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	canine neuter	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23093	11/13/2024	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	canine spay	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23234	01/03/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	canine spay	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23236	01/13/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 65.00
CHECK TOTAL FOR CHECK NUMBER 189205										**$ 415.00**
189206; 01/24/2025; Outstanding; null										
	5066	TYLER TECHNOLOGIES-INCODE DIV	025-490035	01/01/2025	TECH & LOGISTICS		100-57030-170-000000	SOFTWARE MAINTENANCE	incode - court online	$ 175.00
CHECK TOTAL FOR CHECK NUMBER 189206										**$ 175.00**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189207; 01/24/2025; Outstanding; null										
	5222	ARTS ENGAGEMENT FOUNDATION OF	6097	01/13/2025	TRANSIENT GUEST TAX		244-53026-119-000000	MAKE MUSIC DAY-SUPPLIES	KC Studio Gallery Ads	$ 1,325.00
CHECK TOTAL FOR CHECK NUMBER 189207										**$ 1,325.00**
189208; 01/24/2025; Outstanding; null										
	5257	NATHAN JONES	1/21/2025	01/22/2025	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		$ 26.00
	5257	NATHAN JONES	1/21/2025	01/22/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 114.00
CHECK TOTAL FOR CHECK NUMBER 189208										**$ 140.00**
189209; 01/24/2025; Outstanding; null										
	5363	A-1 SEWER & SEPTIC SERVICE INC	5097	01/08/2025	PUBLIC WORKS		100-57019-203-000000	BUILDING MAINTENANCE	ST Bldg Maintenance	$ 175.00
CHECK TOTAL FOR CHECK NUMBER 189209										**$ 175.00**
189210; 01/24/2025; Outstanding; null										
	5394	GALL'S INC	030216744	01/20/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 34.76
	5394	GALL'S INC	030163298	01/14/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 67.36
	5394	GALL'S INC	030185037	01/16/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 80.16
	5394	GALL'S INC	030213535	01/20/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 346.84
CHECK TOTAL FOR CHECK NUMBER 189210										**$ 529.12**
189211; 01/24/2025; Outstanding; null										
	5680	LAUREL SHOGER	1/21/2025	01/22/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 43.16
	5680	LAUREL SHOGER	1/21/2025	01/22/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 114.00
CHECK TOTAL FOR CHECK NUMBER 189211										**$ 157.16**

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189212; 01/24/2025; Outstanding; null										
	5859	GULF STATES DISTRIBUTORS INC	1480871-IN	01/03/2025	POLICE-PO		100-53019-502-000000	ARMORY SUPPLIES	AE223 Federal .223 55gr FMJ BT	$ 0.00
	5859	GULF STATES DISTRIBUTORS INC	1480871-IN	01/03/2025	POLICE-PO		100-53019-502-000000	ARMORY SUPPLIES	BC556NX1 Federal 5.56NATO SJ Frang	$ 0.00
	5859	GULF STATES DISTRIBUTORS INC	1480871-IN	01/03/2025	POLICE-PO		100-53019-502-000000	ARMORY SUPPLIES	LEB127-RS Federal 12ga Rifled Slug	$ 0.00
	5859	GULF STATES DISTRIBUTORS INC	1480871-IN	01/03/2025	POLICE-PO		100-53019-502-000000	ARMORY SUPPLIES	T223A Federal .223 55gr TRU SP	$ 0.00
	5859	GULF STATES DISTRIBUTORS INC	1480871-IN	01/03/2025	POLICE-PO		100-53019-502-000000	ARMORY SUPPLIES	12ga Super-Sock Bean Bag	$ 407.00
CHECK TOTAL FOR CHECK NUMBER 189212										**$ 407.00**
189213; 01/24/2025; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	546728130	01/11/2025	PARKS & RECREATION		100-57012-483-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	$ 684.49
	5910	KONICA MINOLTA BUSINESS SOLUTI	546728130	01/11/2025	PARKS & RECREATION		465-57012-420-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	$ 684.49
CHECK TOTAL FOR CHECK NUMBER 189213										**$ 1,368.98**
189214; 01/24/2025; Outstanding; null										
	6013	STACO ELECTRIC CONSTRUCTION CO	48258	01/16/2025	IT-PO		100-20003-000-000000	RETAINAGE PAYABLE	RETAINAGE	$ (14,000.00)
	6013	STACO ELECTRIC CONSTRUCTION CO	48258	01/16/2025	IT-PO		100-70002-170-000000	COMPUTER EQUIPMENT	Datacenter Relocate	$ 140,000.00
CHECK TOTAL FOR CHECK NUMBER 189214										**$ 126,000.00**
189215; 01/24/2025; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	90106917	12/01/2024	FIRE		100-57018-302-000000	MISC EQUIPMENT MAINT	Fire vent maintenance	$ 6,593.36
CHECK TOTAL FOR CHECK NUMBER 189215										**$ 6,593.36**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189216; 01/24/2025; Outstanding; null										
	6018	HDR ENGINEERING INC	1200679103	12/12/2024	UTILITIES-PO		592-70017-802-0000 00	ENGINEERING DESIGN	WTR WELLFIELD EVALUATION	$ 1,691.25
	6018	HDR ENGINEERING INC	1200659755	10/08/2024	UTILITIES-PO		592-70017-802-0000 00	ENGINEERING DESIGN	WTR WELLFIELD EVALUATION	$ 2,126.25
	6018	HDR ENGINEERING INC	1200683439	01/02/2025	UTILITIES-PO		592-70017-802-0000 00	ENGINEERING DESIGN	WTR WELLFIELD EVALUATION	$ 3,420.00
	6018	HDR ENGINEERING INC	1200671123	11/15/2024	UTILITIES-PO		592-70017-802-0000 00	ENGINEERING DESIGN	WTR WELLFIELD EVALUATION	$ 3,796.25
CHECK TOTAL FOR CHECK NUMBER 189216										**$ 11,033.75**
189217; 01/24/2025; Outstanding; null										
	6045	VEENSTRA & KIMM INC	47416-1	01/10/2025	UTILITIES-PO		592-70017-802-0000 00	ENGINEERING DESIGN	WTR FILTER MEDIA	$ 14,354.00
CHECK TOTAL FOR CHECK NUMBER 189217										**$ 14,354.00**
189218; 01/24/2025; Outstanding; null										
	6120	FOLEY EQUIPMENT CO INC	104335	01/16/2025	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	St Veh Maintenance	$ 306.17
CHECK TOTAL FOR CHECK NUMBER 189218										**$ 306.17**
189219; 01/24/2025; Outstanding; null										
	6123	GT DISTRIBUTORS INC	INV1029692	01/03/2025	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Vests (Braley, Weaver), Gold patches	$ 4,421.25
CHECK TOTAL FOR CHECK NUMBER 189219										**$ 4,421.25**
189220; 01/24/2025; Outstanding; null										
	6146	TETRA TECH INC	52345847	12/03/2024	UTILITIES		590-55012-802-0000 00	MISC FEES - LEE CHEMICAL	Professional Services - Lee Chemical	$ 1,387.25
CHECK TOTAL FOR CHECK NUMBER 189220										**$ 1,387.25**

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

City of Liberty

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189221; 01/24/2025; Outstanding; null										
	6324	VECTOR SOLUTIONS	INV107819	12/01/2024	FIRE		100-54004-303-000000	TRAINING COSTS	Fire Renewal	$ 18,980.37
CHECK TOTAL FOR CHECK NUMBER 189221										**$ 18,980.37**
189222; 01/24/2025; Outstanding; null										
includes prepaid - 100-14001-000-000000	6330	BETTERCLOUD INC	1591103	01/09/2025	IT-CONTRACT		100-57030-170-000000	SOFTWARE MAINTENANCE	2025 bettercloud services	$ 12,418.56
CHECK TOTAL FOR CHECK NUMBER 189222										**$ 12,418.56**
189223; 01/24/2025; Outstanding; null										
	6547	EDWARDS CHEMICALS	IN180704	01/17/2025	PARKS & RECREATION		465-53009-420-000000	CHEMICALS	Pool Chemical Order 1.17.25	$ 1,794.68
CHECK TOTAL FOR CHECK NUMBER 189223										**$ 1,794.68**
189224; 01/24/2025; Outstanding; null										
	6548	INTOXIMETERS INC	778019	01/17/2025	POLICE		100-53000-501-000000	GENERAL SUPPLIES	Police DryGas	$ 244.75
CHECK TOTAL FOR CHECK NUMBER 189224										**$ 244.75**
189225; 01/24/2025; Outstanding; null										
	6763	MICHAEL S WIENANDS	1/21/2025	01/22/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 20.00
	6763	MICHAEL S WIENANDS	1/21/2025	01/22/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 378.00
CHECK TOTAL FOR CHECK NUMBER 189225										**$ 398.00**
189226; 01/24/2025; Outstanding; null										
2025 Membership Dues	8208	LIBERTY AREA CHAMBER OF COMMER	37658	01/02/2025	ADMINISTRATION		100-59013-110-000000	MEMBERSHIP DUES	2025 Membership Dues	$ 2,600.00
CHECK TOTAL FOR CHECK NUMBER 189226										**$ 2,600.00**

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189227; 01/24/2025; Outstanding; null										
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X01012025	12/23/2024	TECH & LOGISTICS		100-56007-302-000000	MOBILE PHONES	Fire (EMS)	$ 44.93
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X01012025	12/23/2024	TECH & LOGISTICS		100-56007-303-000000	MOBILE PHONES	Fire (Training)	$ 57.81
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X01012025	12/23/2024	TECH & LOGISTICS		100-56007-304-000000	MOBILE PHONES	Fire (Prevent)	$ 99.05
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X01012025	12/23/2024	TECH & LOGISTICS		100-56007-170-000000	MOBILE PHONES	att cell service	$ 447.90
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X01012025	12/23/2024	TECH & LOGISTICS		100-56007-300-000000	MOBILE PHONES	Fire (Admin)	$ 520.18
CHECK TOTAL FOR CHECK NUMBER 189227										**$ 1,169.87**
189228; 01/24/2025; Outstanding; null										
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST443908	01/08/2025	PLANNING & DVLP		100-53031-201-000000	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	$ 28.21
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST443908	01/08/2025	PLANNING & DVLP		100-53031-150-000000	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	$ 28.21
CHECK TOTAL FOR CHECK NUMBER 189228										**$ 56.42**
189229; 01/24/2025; Outstanding; null										
	8654	CUNNINGHAM, VOGEL & ROST PC	69898	12/31/2024	FINANCE		600-55005-616-000000	LEGAL FEES	Legal Fees	$ 4,045.50
CHECK TOTAL FOR CHECK NUMBER 189229										**$ 4,045.50**

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189230; 01/24/2025; Outstanding; null										
	8879	ISABELLA PAOLETTI	1/21/2025	01/22/2025	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		$ 26.00
	8879	ISABELLA PAOLETTI	1/21/2025	01/22/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 40.00
	8879	ISABELLA PAOLETTI	1/21/2025	01/22/2025	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		$ 50.00
	8879	ISABELLA PAOLETTI	1/21/2025	01/22/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 120.00
CHECK TOTAL FOR CHECK NUMBER 189230										**$ 236.00**
189231; 01/24/2025; Outstanding; null										
	999999	Brenda Carpenter	2323019	01/14/2025	PARKS & RECREATION		465-44042-000-000000	SENIOR - PIF	Remainder of Cancelled Senior PIF	$ 76.67
CHECK TOTAL FOR CHECK NUMBER 189231										**$ 76.67**
189232; 01/24/2025; Outstanding; null										
	999999	Lindsay Carmichael	2323380	01/14/2025	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Broke arm can't swim	$ 52.50
CHECK TOTAL FOR CHECK NUMBER 189232										**$ 52.50**
189233; 01/24/2025; Outstanding; null										
	999999	Jessica Martin	2329483	01/21/2025	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Refund for 2 months when should have been cancelled	$ 79.00
CHECK TOTAL FOR CHECK NUMBER 189233										**$ 79.00**
189234; 01/24/2025; Outstanding; null										
	6207	KRISTAN SMITHMIER	1-24-2025	01/21/2025	POLICE		100-55041-501-000000	CONTRACT LABOR	Payroll 1-24-25 (1/4-1/17/25)	$ 921.12
CHECK TOTAL FOR CHECK NUMBER 189234										**$ 921.12**

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189235; 01/24/2025; Outstanding; null										
2025 Youth and Adult Officiating Services	9209	LIBERTY SPORTS OFFICIALS	WINTER 4-2025	01/22/2025	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	2025 sports official services	$ 1,666.50
2025 Youth and Adult Officiating Services	9209	LIBERTY SPORTS OFFICIALS	WINTER 3-2025	01/22/2025	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	2025 sports official services	$ 2,240.00
CHECK TOTAL FOR CHECK NUMBER 189235										**$ 3,906.50**
Grand Total:										**$ 522,188.85**

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

JANUARY 31, 2025

City of Liberty

AP List Checks Invoices

Check Type: All; **Check Date between:** 01/30/2025 and 01/31/2025;

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189236; 01/31/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	9684037	01/23/2025	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	$ 462.76
CHECK TOTAL FOR CHECK NUMBER 189236										**$ 462.76**
189237; 01/31/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	9690480	01/24/2025	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	$ 154.94
CHECK TOTAL FOR CHECK NUMBER 189237										**$ 154.94**
189238; 01/31/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	9697963	01/28/2025	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	$ 177.08
CHECK TOTAL FOR CHECK NUMBER 189238										**$ 177.08**
189239; 01/31/2025; Outstanding; null										
	95	CYCLONE INC	45458	01/31/2025	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	Training Tower Portable Toilet	$ 90.00
CHECK TOTAL FOR CHECK NUMBER 189239										**$ 90.00**
189240; 01/31/2025; Outstanding; null										
	105	CLAY CO DETENTION CENTER	DECEMBER 2024	01/07/2025	POLICE		100-55030-511-000000	PRISONER HOUSING EXPENSE	December 2024	$ 2,195.58
CHECK TOTAL FOR CHECK NUMBER 189240										**$ 2,195.58**
189241; 01/31/2025; Outstanding; null										
	236	CENTRALSQUARE TECHNOLOGIES LLC	426823	12/09/2024	IT-CONTRACT		100-57030-512-000000	SOFTWARE MAINTENANCE	Annual Subscription and Maintenance	$ 32,616.66
CHECK TOTAL FOR CHECK NUMBER 189241										**$ 32,616.66**

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189242; 01/31/2025; Outstanding; null										
	286	ABM SUPPLY	2024-526	12/20/2024	POLICE-PO		100-60000-501-000000	MINOR EQUIPMENT	Shipping	$ 75.00
	286	ABM SUPPLY	2024-526	12/20/2024	POLICE-PO		100-53018-502-000000	SWAT TEAM SUPPLIES	4-Pin "Y" Cable Mask Adapter with 15" Cable	$ 128.00
	286	ABM SUPPLY	2024-526	12/20/2024	POLICE-PO		100-53018-502-000000	SWAT TEAM SUPPLIES	C50 First Responder Kit LGE	$ 1,875.00
	286	ABM SUPPLY	2024-526	12/20/2024	POLICE-PO		100-60000-501-000000	MINOR EQUIPMENT	4-Pin "Y" Cable Mask Adapter with 15" Cable	$ 2,372.00
	286	ABM SUPPLY	2024-526	12/20/2024	POLICE-PO		100-60000-501-000000	MINOR EQUIPMENT	Microphone Assembly	$ 2,790.00
	286	ABM SUPPLY	2024-526	12/20/2024	POLICE-PO		100-53018-502-000000	SWAT TEAM SUPPLIES	C50 First Responder Kit MED	$ 4,375.00
CHECK TOTAL FOR CHECK NUMBER 189242										**$ 11,615.00**
189243; 01/31/2025; Outstanding; null										
	314	RICOH USA, INC	39991858	11/28/2024	ANIMAL CONTROL		100-53031-165-000000	COPIER LEASE & USAGE	Late Fee for Copier Lease	$ 5.28
	314	RICOH USA, INC	40085702	12/31/2024	COURT		100-53031-116-000000	COPIER LEASE & USAGE	Late Fee	$ 5.28
	314	RICOH USA, INC	39818774	10/11/2024	COURT		100-53031-116-000000	COPIER LEASE & USAGE	Periodic Payment	$ 105.53
CHECK TOTAL FOR CHECK NUMBER 189243										**$ 116.09**
189244; 01/31/2025; Outstanding; null										
	337	COLD SOLUTIONS AT RUSH CREEK	1363	01/21/2025	PUBLIC WORKS		100-55032-202-000000	REFUSE COLLECTION FEES	Cold Storage Rent - February 2025	$ 1,800.00
CHECK TOTAL FOR CHECK NUMBER 189244										**$ 1,800.00**

City of Liberty

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189245; 01/31/2025; Outstanding; null										
	533	MIDWEST DIESEL PERFORMANCE & R	3664	01/21/2025	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Maintenance - Skid Steer	$ 410.45
	533	MIDWEST DIESEL PERFORMANCE & R	3664	01/21/2025	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	Maintenance - Skid Steer	$ 410.45
	533	MIDWEST DIESEL PERFORMANCE & R	3663	01/21/2025	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Maintenance #181 - Mack Truck	$ 844.64
	533	MIDWEST DIESEL PERFORMANCE & R	3663	01/21/2025	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Maintenance #181 - Mack Truck	$ 844.64
	533	MIDWEST DIESEL PERFORMANCE & R	3668	01/21/2025	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Crane Truck Maintenance - #123	$ 1,312.99
CHECK TOTAL FOR CHECK NUMBER 189245										**$ 3,823.17**
189246; 01/31/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	1/28/25	01/29/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 128.00
CHECK TOTAL FOR CHECK NUMBER 189246										**$ 128.00**
189247; 01/31/2025; Outstanding; null										
	634	USABLUEBOOK	INV00587360	01/08/2025	UTILITIES		591-53008-902-000000	MAINTENANCE MATERIALS	WWTP - Misc. Supplies	$ 540.43
CHECK TOTAL FOR CHECK NUMBER 189247										**$ 540.43**
189248; 01/31/2025; Outstanding; null										
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2519	01/14/2025	FIRE-PO		100-57019-160-000000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	$ 369.52
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2533	01/21/2025	PARKS & REC-PO		100-57019-160-000000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	$ 3,779.70
	669	MYRICK MECHANICAL	2463	12/17/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Repair Refrigerant Leak	$ 3,893.94
CHECK TOTAL FOR CHECK NUMBER 189248										**$ 8,043.16**

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

City of Liberty

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189249; 01/31/2025; Outstanding; null										
	728	CHERRYROAD MEDIA INC	218304	11/30/2024	PUBLIC WORKS		595-55044-205-0000 00	MISCELLANEOUS FEES	Sidewalk Project	$ 60.00
	728	CHERRYROAD MEDIA INC	218304	11/30/2024	PUBLIC WORKS		595-55044-205-0000 00	MISCELLANEOUS FEES	Water St. Vacation	$ 84.00
	728	CHERRYROAD MEDIA INC	218304	11/30/2024	PUBLIC WORKS		595-55044-205-0000 00	MISCELLANEOUS FEES	Thanksgiving Ad	$ 257.70
	728	CHERRYROAD MEDIA INC	225001	12/31/2024	PUBLIC WORKS		595-55044-205-0000 00	MISCELLANEOUS FEES	Christmas/New Years Ads, Water St. Vacation	$ 599.40
CHECK TOTAL FOR CHECK NUMBER 189249										**$ 1,001.10**
189250; 01/31/2025; Outstanding; null										
	750	FLOCK SAFETY	INV-56741	01/21/2025	IT-CONTRACT		100-57030-512-0000 00	SOFTWARE MAINTENANCE	Flock Safety	$ 30,000.00
CHECK TOTAL FOR CHECK NUMBER 189250										**$ 30,000.00**
189251; 01/31/2025; Outstanding; null										
	781	TEKLAB, INC.	320488	01/28/2025	UTILITIES		591-55020-902-0000 00	LAB FEES	WWTP - Lab Fees	$ 356.00
	781	TEKLAB, INC.	320227	01/22/2025	UTILITIES		591-55020-902-0000 00	LAB FEES	WWTP - Lab Fees	$ 475.60
CHECK TOTAL FOR CHECK NUMBER 189251										**$ 831.60**
189252; 01/31/2025; Outstanding; null										
	781	TEKLAB, INC.	320254	01/22/2025	UTILITIES-PO		590-55020-802-0000 00	LAB FEES	Water Sample Courier Fee/Month	$ 15.00
	781	TEKLAB, INC.	320254	01/22/2025	UTILITIES-PO		590-55020-802-0000 00	LAB FEES	Lee Chemical Voc Testing	$ 1,190.00
CHECK TOTAL FOR CHECK NUMBER 189252										**$ 1,205.00**
189253; 01/31/2025; Outstanding; null										
	783	CHRISTIAN BROTHERS AUTOMOTIVE	109655	01/21/2025	UTILITIES		591-57009-902-0000 00	VEHICLE MAINTENANCE	WWTP - Vehicle Maintenance #191	$ 1,095.32
CHECK TOTAL FOR CHECK NUMBER 189253										**$ 1,095.32**

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189254; 01/31/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-18205	01/23/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	214 Oil change	$ 58.98
CHECK TOTAL FOR CHECK NUMBER 189254										**$ 58.98**
189255; 01/31/2025; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-000031376	12/15/2024	UTILITIES-PO		590-55027-802-000000	FEES-BIOSOLID DISPOSAL	Lime Removal	$ 154,515.81
CHECK TOTAL FOR CHECK NUMBER 189255										**$ 154,515.81**
189256; 01/31/2025; Outstanding; null										
	896	BUSINESS COMMUNICATIONS, INC	194361	01/27/2025	TECH & LOGISTICS		100-57015-170-000000	FACILITIES SECURITY MAINT	Block Time Professional Services - BCI	$ 5,000.00
CHECK TOTAL FOR CHECK NUMBER 189256										**$ 5,000.00**
189257; 01/31/2025; Outstanding; null										
	926	SPEX CERTIPREP, LLC	514597	01/15/2025	UTILITIES		590-53010-802-000000	LAB SUPPLIES	WTP - Lab Supplies	$ 375.00
CHECK TOTAL FOR CHECK NUMBER 189257										**$ 375.00**
189258; 01/31/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	ZH00031311	11/04/2024	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	$ 265.35
CHECK TOTAL FOR CHECK NUMBER 189258										**$ 265.35**
189259; 01/31/2025; Outstanding; null										
	1155	GRAINGER	9382812262	01/23/2025	PARKS & RECREATION		461-53029-451-000000	MISCELLANEOUS SUPPLIES	hand pump for oil	$ 32.63
CHECK TOTAL FOR CHECK NUMBER 189259										**$ 32.63**
189260; 01/31/2025; Outstanding; null										
	1184	MO STATE HIGHWAY PATROL	812HP025XLPD12	01/09/2025	POLICE		100-54001-501-000000	REGISTRATION FEES	Fingerprinting (Smith, Snider)	$ 59.75
CHECK TOTAL FOR CHECK NUMBER 189260										**$ 59.75**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189261; 01/31/2025; Outstanding; null										
	2456	PVS DX INC	817000019-25	01/06/2025	UTILITIES		590-53009-802-000000	CHEMICALS	WTP - Chemicals	$ 10,012.42
CHECK TOTAL FOR CHECK NUMBER 189261										**$ 10,012.42**
189262; 01/31/2025; Outstanding; null										
	2767	K C WINWATER WORKS CO	335774-03	01/14/2025	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #033	$ 250.00
	2767	K C WINWATER WORKS CO	338662-01	01/13/2025	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #229	$ 900.00
	2767	K C WINWATER WORKS CO	338624-01	01/10/2025	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #225	$ 1,304.00
	2767	K C WINWATER WORKS CO	338390-02	01/10/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Mississippi St Project	$ 2,124.45
	2767	K C WINWATER WORKS CO	338443-02	01/10/2025	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #322	$ 3,180.00
	2767	K C WINWATER WORKS CO	338390-01	01/03/2025	UTILITIES-PO		592-70020-801-000000	CONSTRUCTION CONTRACT	MISSISSIPPI WATER	$ 41,391.90
CHECK TOTAL FOR CHECK NUMBER 189262										**$ 49,150.35**
189263; 01/31/2025; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281250906	01/27/2025	PARKS & RECREATION		465-57018-420-000000	MISC EQUIPMENT MAINT	Facility Mats 1.27.25	$ 117.70
CHECK TOTAL FOR CHECK NUMBER 189263										**$ 117.70**
189264; 01/31/2025; Outstanding; null										
	3235	FORVIS, LLP	2316658	11/30/2024	FINANCE-PO		100-55003-130-000000	AUDIT FEES	Admin Fee	$ 575.00
	3235	FORVIS, LLP	2316658	11/30/2024	FINANCE-PO		100-55003-130-000000	AUDIT FEES	Progress Billing for 12/31/2024	$ 11,500.00
CHECK TOTAL FOR CHECK NUMBER 189264										**$ 12,075.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189265; 01/31/2025; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	581453	01/21/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	612 PM and Inspection Oct 2024	$ 178.74
CHECK TOTAL FOR CHECK NUMBER 189265										**$ 178.74**
189266; 01/31/2025; Outstanding; null										
	4100	UMB BANK N A	1000961	01/24/2025	FINANCE	LIB8	591-80018-903-000000	DEBT SERVICE FEES	WWT Bond Admin Fees- LIB8	$ 79.50
CHECK TOTAL FOR CHECK NUMBER 189266										**$ 79.50**
189267; 01/31/2025; Outstanding; null										
	4146	CONTROL PRINTING GROUP	890761	01/23/2025	FINANCE		595-53032-131-000000	OUTSIDE PRINTING	Utility service pads	$ 65.37
	4146	CONTROL PRINTING GROUP	890761	01/23/2025	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	Utility service pads	$ 65.37
	4146	CONTROL PRINTING GROUP	890761	01/23/2025	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Utility service pads	$ 65.37
CHECK TOTAL FOR CHECK NUMBER 189267										**$ 196.11**
189268; 01/31/2025; Outstanding; null										
	4240	AMERIGAS PROPANE LP	806143804	12/31/2024	UTILITIES		591-57001-902-000000	VEHICLE FUEL	WWTP - Fuel for Forklift	$ 329.96
CHECK TOTAL FOR CHECK NUMBER 189268										**$ 329.96**
189269; 01/31/2025; Outstanding; null										
	4253	R E PEDROTTI COMPANY INC	17081	01/06/2025	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Install Rosemount & Calibrate Flowmeters	$ 488.60
CHECK TOTAL FOR CHECK NUMBER 189269										**$ 488.60**
189270; 01/31/2025; Outstanding; null										
	4299	ZONES INC	K30706840101	01/24/2025	TECH & LOGISTICS		100-57030-170-000000	SOFTWARE MAINTENANCE	power pdf	$ 3,773.00
CHECK TOTAL FOR CHECK NUMBER 189270										**$ 3,773.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189271; 01/31/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-250133213	01/10/2025	UTILITIES		590-57008-802-000000	WATER TOWERS MAINTENANCE	WTP - Tower maintenance	$ 898.84
	4424	CUMMINS SALES AND SERVICE	H9-250135210	01/27/2025	UTILITIES		591-55041-902-000000	CONTRACT LABOR	WWTP - Planned Maintenance	$ 1,361.39
CHECK TOTAL FOR CHECK NUMBER 189271										**$ 2,260.23**
189272; 01/31/2025; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	1/28/2025	01/29/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 19.00
CHECK TOTAL FOR CHECK NUMBER 189272										**$ 19.00**
189273; 01/31/2025; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	JANUARY 2025	01/29/2025	TRNST GST TX-PO		244-59018-119-000000	HDLI CONTRACT	2025 HDLI Contract January Payment	$ 3,333.33
CHECK TOTAL FOR CHECK NUMBER 189273										**$ 3,333.33**
189274; 01/31/2025; Outstanding; null										
	4537	FRATERNAL ORDER OF POLICE	1.2025	01/24/2025	FINANCE		100-21021-000-000000	UNION DUES PAYABLE-POLICE	January Payroll Deductions	$ 1,833.00
CHECK TOTAL FOR CHECK NUMBER 189274										**$ 1,833.00**
189275; 01/31/2025; Outstanding; null										
	4656	ANCHOR TRUCKING SERVICE INC	25-9613	01/03/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Hauling Excavator - Mississippi St Water Project	$ 400.00
CHECK TOTAL FOR CHECK NUMBER 189275										**$ 400.00**

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

City of Liberty

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189276; 01/31/2025; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	29463	01/05/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	$ 169.45
	4693	LIBERTY AGGREGATES LLC	29463	01/05/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	$ 169.45
	4693	LIBERTY AGGREGATES LLC	29521	01/19/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	$ 729.00
	4693	LIBERTY AGGREGATES LLC	29521	01/19/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	$ 729.00
CHECK TOTAL FOR CHECK NUMBER 189276										**$ 1,796.90**
189277; 01/31/2025; Outstanding; null										
	4763	PRINTING UNLIMITED	72029	01/21/2025	POLICE		100-53032-501-000000	OUTSIDE PRINTING	Business Cards	$ 116.00
CHECK TOTAL FOR CHECK NUMBER 189277										**$ 116.00**

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City of Liberty

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189278; 01/31/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23231	01/13/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23268	01/14/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23265	01/15/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23269	01/15/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23263	01/14/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23267	01/14/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23266	01/16/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23272	01/21/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23297	01/27/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23237	01/15/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23281	01/19/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 65.00
CHECK TOTAL FOR CHECK NUMBER 189278										**$ 535.00**

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City of Liberty

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189279; 01/31/2025; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	0034163	11/01/2024	ANIMAL CONTROL		100-57015-165-000000	FACILITIES SECURITY MAINT	monthly monitoring	$ 48.95
	4908	AMERICAN DIGITAL SECURITY LLC	INV0032025	08/30/2024	TECH & LOGISTICS		100-57015-170-000000	FACILITIES SECURITY MAINT	door service	$ 130.00
	4908	AMERICAN DIGITAL SECURITY LLC	INV0035493	12/01/2024	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Annual Alarm Monitoring - 2025	$ 235.80
	4908	AMERICAN DIGITAL SECURITY LLC	INV0035493	12/01/2024	UTILITIES		591-57019-902-000000	BUILDING MAINTENANCE	Annual Alarm Monitoring - 2025	$ 235.80
	4908	AMERICAN DIGITAL SECURITY LLC	INV0035493	12/01/2024	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Annual Alarm Monitoring - 2025	$ 235.80
CHECK TOTAL FOR CHECK NUMBER 189279										**$ 886.35**
189280; 01/31/2025; Outstanding; null										
	4991	CINTAS FIRST AID & SAFETY	5251154307	01/28/2025	HR & RISK MGMT		100-53008-160-000000	MAINTENANCE MATERIALS	Cintas First Aid Supplies	$ 538.65
CHECK TOTAL FOR CHECK NUMBER 189280										**$ 538.65**
189281; 01/31/2025; Outstanding; null										
	5197	JOHN MILLS	MEDICARE REFUND	01/29/2025	FINANCE		100-21000-000-000000	FICA/MEDICARE PAYABLE	Medicare Tax Refund 2024	$ 127.17
CHECK TOTAL FOR CHECK NUMBER 189281										**$ 127.17**
189282; 01/31/2025; Outstanding; null										
	5257	NATHAN JONES	1/28/2025	01/29/2025	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		$ 26.00
	5257	NATHAN JONES	1/28/2025	01/29/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 38.00
CHECK TOTAL FOR CHECK NUMBER 189282										**$ 64.00**
189283; 01/31/2025; Outstanding; null										
	5293	MO PEACE OFFICERS ASSOCIATION	1/28/25	01/09/2025	POLICE		100-59013-501-000000	MEMBERSHIP DUES	2025 MPOA Membership Dues	$ 1,110.00
CHECK TOTAL FOR CHECK NUMBER 189283										**$ 1,110.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189284; 01/31/2025; Outstanding; null										
	5446	MO RURAL WATER ASSOC	2025 DUES	01/01/2025	UTILITIES		591-59013-901-000000	MEMBERSHIP DUES	2025 Membership Dues	$ 356.25
	5446	MO RURAL WATER ASSOC	2025 DUES	01/01/2025	UTILITIES		591-59013-902-000000	MEMBERSHIP DUES	2025 Membership Dues	$ 356.25
	5446	MO RURAL WATER ASSOC	2025 DUES	01/01/2025	UTILITIES		590-59013-801-000000	MEMBERSHIP DUES	2025 Membership Dues	$ 356.25
	5446	MO RURAL WATER ASSOC	2025 DUES	01/01/2025	UTILITIES		590-59013-802-000000	MEMBERSHIP DUES	2025 Membership Dues	$ 356.25
CHECK TOTAL FOR CHECK NUMBER 189284										**$ 1,425.00**
189285; 01/31/2025; Outstanding; null										
	5460	VALVOLINE LLC	92838	01/13/2025	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Serviced Vehicle #183	$ 34.99
	5460	VALVOLINE LLC	92915	01/14/2025	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Serviced Vehicle #184	$ 54.98
CHECK TOTAL FOR CHECK NUMBER 189285										**$ 89.97**
189286; 01/31/2025; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	5804	01/16/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Bratcher Stripes	$ 88.00
CHECK TOTAL FOR CHECK NUMBER 189286										**$ 88.00**
189287; 01/31/2025; Outstanding; null										
	5526	A. W. SCHULTZ INC	27268	01/15/2025	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Troubleshoot filter communication	$ 1,295.00
CHECK TOTAL FOR CHECK NUMBER 189287										**$ 1,295.00**
189288; 01/31/2025; Outstanding; null										
	5598	CHILDRENS MERCY HOSPITALS & CL	8000032476	01/21/2025	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Lab Fees	$ 441.00
CHECK TOTAL FOR CHECK NUMBER 189288										**$ 441.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189289; 01/31/2025; Outstanding; null										
	5616	AMERICAN RESPONSE VEHICLES INC	16353	12/31/2024	FIRE		100-57009-302-000000	VEHICLE MAINTENANCE	Fire #625 condenser fan	$ 436.35
	5616	AMERICAN RESPONSE VEHICLES INC	16344	12/27/2024	FIRE		100-57009-302-000000	VEHICLE MAINTENANCE	Fire #624 blower motor	$ 1,172.20
	5616	AMERICAN RESPONSE VEHICLES INC	16334	01/22/2025	FIRE		100-57009-302-000000	VEHICLE MAINTENANCE	Fire #625 air compressor	$ 1,376.79
CHECK TOTAL FOR CHECK NUMBER 189289										**$ 2,985.34**
189290; 01/31/2025; Outstanding; null										
	5662	SUMNERONE INC	4171660	01/20/2025	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	Toner cartridge	$ 65.33
	5662	SUMNERONE INC	4171660	01/20/2025	FINANCE		590-53000-131-000000	GENERAL SUPPLIES	Toner cartridge	$ 65.33
	5662	SUMNERONE INC	4171660	01/20/2025	FINANCE		591-53000-131-000000	GENERAL SUPPLIES	Toner cartridge	$ 65.34
	5662	SUMNERONE INC	4161663	01/08/2025	PROSECUTOR		100-53000-115-000000	GENERAL SUPPLIES	2 Toner Cartridges for Prosecutor Copier	$ 90.00
	5662	SUMNERONE INC	4173078	01/20/2025	UTILITIES		591-53000-901-000000	GENERAL SUPPLIES	Copier Contract	$ 4.74
	5662	SUMNERONE INC	4173078	01/20/2025	UTILITIES		590-53000-801-000000	GENERAL SUPPLIES	Copier Contract	$ 4.74
	5662	SUMNERONE INC	4173078	01/20/2025	UTILITIES		591-53000-902-000000	GENERAL SUPPLIES	Copier Contract	$ 4.75
CHECK TOTAL FOR CHECK NUMBER 189290										**$ 300.23**
189291; 01/31/2025; Outstanding; null										
	5680	LAUREL SHOGER	1/28/2025	01/29/2025	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		$ 26.00
	5680	LAUREL SHOGER	1/28/2025	01/29/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 43.16
	5680	LAUREL SHOGER	1/28/2025	01/29/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 152.00
CHECK TOTAL FOR CHECK NUMBER 189291										**$ 221.16**

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

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189292; 01/31/2025; Outstanding; null										
	5709	UTILITY SERVICE CO INC	618495	01/01/2025	UTILITIES		590-57008-802-000000	WATER TOWERS MAINTENANCE	Cordon Tower Quarterly	$ 16,289.59
CHECK TOTAL FOR CHECK NUMBER 189292										**$ 16,289.59**
189293; 01/31/2025; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD55015	01/09/2025	UTILITIES		590-53009-802-000000	CHEMICALS	WTP - Chemicals	$ 9,134.85
	5761	MISSISSIPPI LIME CO INC	CD57108	01/16/2025	UTILITIES		590-53009-802-000000	CHEMICALS	WTP - Chemicals	$ 9,592.13
	5761	MISSISSIPPI LIME CO INC	CD53133	01/02/2025	UTILITIES		590-53009-802-000000	CHEMICALS	WTP - Chemicals	$ 10,088.83
CHECK TOTAL FOR CHECK NUMBER 189293										**$ 28,815.81**
189294; 01/31/2025; Outstanding; null										
	5774	SCHULTE SUPPLY INC	S1224244.001	01/13/2025	UTILITIES		591-59015-901-000000	PROTECTIVE CLOTHING	Thermal Gloves	$ 134.92
	5774	SCHULTE SUPPLY INC	S1224244.001	01/13/2025	UTILITIES		590-59015-801-000000	PROTECTIVE CLOTHING	Thermal Gloves	$ 134.93
	5774	SCHULTE SUPPLY INC	S1224183.004	01/13/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Sewer Dyes	$ 464.88
CHECK TOTAL FOR CHECK NUMBER 189294										**$ 734.73**
189295; 01/31/2025; Outstanding; null										
	5777	ENGINEERED SYSTEMS INC	908790	01/03/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Water Vault Valve Rebuild	$ 375.00
CHECK TOTAL FOR CHECK NUMBER 189295										**$ 375.00**
189296; 01/31/2025; Outstanding; null										
	5904	DR BRADFORD V HOFFMAN	FEBRUARY 2025	01/27/2025	FIRE-PO		100-55014-302-000000	MEDICAL FEES	Fire medical director	$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 189296										**$ 1,000.00**

City of Liberty

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189297; 01/31/2025; Outstanding; null										
	6030	REJIS COMMISSION	546704	01/22/2025	COURT		100-55044-116-000000	MISCELLANEOUS FEES	LEWEB MONTHLY SUBSCRIPTION	$ 32.55
	6030	REJIS COMMISSION	546684	01/22/2025	POLICE		100-55039-512-000000	REGIONAL ALERT SYSTEM	REJIS Subscription (Jan)	$ 921.77
CHECK TOTAL FOR CHECK NUMBER 189297										**$ 954.32**
189298; 01/31/2025; Outstanding; null										
	6063	VERMONT SYSTEMS INC	VS015444	01/01/2025	PARKS & RECREATION		460-55044-400-000000	MISCELLANEOUS FEES	PKS MGMT SOFTWARE	$ 10,768.61
CHECK TOTAL FOR CHECK NUMBER 189298										**$ 10,768.61**
189299; 01/31/2025; Outstanding; null										
	6100	MOAZ CONSTRUCTION INC	145	01/12/2025	MULTI		100-58000-203-000000	PROPERTY/IM	Public Works	$ 2,052.00
	6100	MOAZ CONSTRUCTION INC	145	01/12/2025	MULTI		590-57004-801-000000	MAINS & LINES MAINTENANCE	Concrete - W Kansas, Liberty Pkwy	$ 3,070.88
CHECK TOTAL FOR CHECK NUMBER 189299										**$ 5,122.88**
189300; 01/31/2025; Outstanding; null										
	6175	MO VOCATIONAL ENTERPRISES	695650	01/09/2025	ANIMAL CONTROL		100-54001-165-000000	REGISTRATION FEES	animal control license plates	$ 30.50
CHECK TOTAL FOR CHECK NUMBER 189300										**$ 30.50**
189301; 01/31/2025; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002911299	01/27/2025	FIRE		100-53009-302-000000	CHEMICALS	Fire oxygen	$ 34.37
CHECK TOTAL FOR CHECK NUMBER 189301										**$ 34.37**
189302; 01/31/2025; Outstanding; null										
	6320	CHUCK ANDERSON FORD INC	FOCS183457	01/10/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	232 Battery Replacement	$ 364.92
CHECK TOTAL FOR CHECK NUMBER 189302										**$ 364.92**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189303; 01/31/2025; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	13856	01/30/2025	PARKS & RECREATION		465-57019-420-0000 00	BUILDING MAINTENANCE	Quarterly billing facility pest control	$ 141.00
CHECK TOTAL FOR CHECK NUMBER 189303										**$ 141.00**
189304; 01/31/2025; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-96234	01/23/2025	PUBLIC WORKS		100-57020-202-0000 00	FACILITIES MAINTENANCE	Window Cleaning	$ 80.00
CHECK TOTAL FOR CHECK NUMBER 189304										**$ 80.00**
189305; 01/31/2025; Outstanding; null										
	6471	JCI INDUSTRIES INC	8276904	01/17/2025	UTILITIES		590-57005-802-0000 00	WATER PLANT MAINTENANCE	WTP - Inspection for Mixer	$ 380.00
	6471	JCI INDUSTRIES INC	8277054	01/23/2025	UTILITIES		591-60000-902-0000 00	MINOR EQUIPMENT	WWTP - Motor Inspection	$ 562.00
	6471	JCI INDUSTRIES INC	8277196	01/27/2025	UTILITIES		590-57005-802-0000 00	WATER PLANT MAINTENANCE	WTP - Shaft/Impeller Repair	$ 6,343.00
CHECK TOTAL FOR CHECK NUMBER 189305										**$ 7,285.00**
189306; 01/31/2025; Outstanding; null										
	6577	THOMSON AFFINITY TITLE LLC	238733	01/03/2025	PUBLIC WORKS	Invoice indicates Remit To: PO Box 212	352-57033-201-0000 00	SIDEWALK MAINTENANCE PROGRAM	Sidwalk program - 2089 Red Oak Ln	$ 275.00
CHECK TOTAL FOR CHECK NUMBER 189306										**$ 275.00**
189307; 01/31/2025; Outstanding; null										
	6763	MICHAEL S WIENANDS	1/28/2025	01/29/2025	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		$ 20.00
CHECK TOTAL FOR CHECK NUMBER 189307										**$ 20.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189308; 01/31/2025; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC215710	12/31/2024	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	Seal Assembly	$ 484.17
	7275	KEY EQUIPMENT & SUPPLY CO	KC215822	01/15/2025	UTILITIES		591-60000-901-000000	MINOR EQUIPMENT	1" x 15' Leader Hose	$ 1,849.56
CHECK TOTAL FOR CHECK NUMBER 189308										**$ 2,333.73**
189309; 01/31/2025; Cleared; 01/31/2025										
	7562	BRADLEY JASON BOONE	079	01/27/2025	TECH & LOGISTICS		100-55041-170-000000	CONTRACT LABOR	Brad Boone - ISO	$ 5,589.00
CHECK TOTAL FOR CHECK NUMBER 189309										**$ 5,589.00**
189310; 01/31/2025; Outstanding; null										
	7653	K C MO WATER DEPT	1/3/2025	01/03/2025	NONE		590-55036-802-000000	WATER PURCHASES-KANSAS CITY	KC MO WATER DEPT	$ 5,833.58
CHECK TOTAL FOR CHECK NUMBER 189310										**$ 5,833.58**
189311; 01/31/2025; Outstanding; null										
	7923	OMEGA DOOR CO INC	56500	11/11/2024	FIRE		100-57018-301-000000	MISC EQUIPMENT MAINT	Garage Door Maintenance	$ 248.00
CHECK TOTAL FOR CHECK NUMBER 189311										**$ 248.00**
189312; 01/31/2025; Outstanding; null										
	7993	COMMERCIAL AQUATIC SERVICE	51666-1	01/27/2025	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE		$ 123.48
	7993	COMMERCIAL AQUATIC SERVICE	51681-1	01/27/2025	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Hot Tub Repairs	$ 205.44
CHECK TOTAL FOR CHECK NUMBER 189312										**$ 328.92**
189313; 01/31/2025; Outstanding; null										
	8397	REPUBLIC SERVICES #468	0468-004470160	12/31/2024	PUBLIC WORKS		100-55032-203-000000	REFUSE COLLECTION FEES	ST 40 Cu Yard Dumpster	$ 1,063.44
CHECK TOTAL FOR CHECK NUMBER 189313										**$ 1,063.44**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189314; 01/31/2025; Outstanding; null										
	8846	CIVIC PLUS INC	328170	01/15/2025	PR & COMMUNICATION		100-59026-113-000000	MISCELLANEOUS EXPENSES	Website accessibility plug-in and dashboard to meet ADA web compliance	$ 3,926.00
CHECK TOTAL FOR CHECK NUMBER 189314										**$ 3,926.00**
189315; 01/31/2025; Outstanding; null										
	8879	ISABELLA PAOLETTI	1/28/2025	01/29/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 20.00
	8879	ISABELLA PAOLETTI	1/28/2025	01/29/2025	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		$ 25.00
	8879	ISABELLA PAOLETTI	1/28/2025	01/29/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 120.00
CHECK TOTAL FOR CHECK NUMBER 189315										**$ 165.00**
189316; 01/31/2025; Outstanding; null										
	8966	ROAD RUNNER SAFETY SERVICES	00027327	01/15/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Mississippi St Project - Sign Rental	$ 3,061.50
CHECK TOTAL FOR CHECK NUMBER 189316										**$ 3,061.50**
189317; 01/31/2025; Outstanding; null										
	999999	ANTHONY MASCHINO	101-2670-00-07	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 87.66
CHECK TOTAL FOR CHECK NUMBER 189317										**$ 87.66**
189318; 01/31/2025; Outstanding; null										
	999999	MAMA & ME CHILDRENS BOUTIQUE	102-1750-00-03	01/21/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 1,891.30
CHECK TOTAL FOR CHECK NUMBER 189318										**$ 1,891.30**
189319; 01/31/2025; Outstanding; null										
	999999	TERESA FOX	102-2870-00-09	01/23/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 112.28
CHECK TOTAL FOR CHECK NUMBER 189319										**$ 112.28**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189320; 01/31/2025; Outstanding; null										
	999999	JENNIFER LOPEZ	105-3900-00-07	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 76.56
CHECK TOTAL FOR CHECK NUMBER 189320										**$ 76.56**
189321; 01/31/2025; Outstanding; null										
	999999	EAST WEST PROPERTIES LLC	117-3651-00-11	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 82.29
CHECK TOTAL FOR CHECK NUMBER 189321										**$ 82.29**
189322; 01/31/2025; Outstanding; null										
	999999	JASON DELONG	118-2990-00-03	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 102.19
CHECK TOTAL FOR CHECK NUMBER 189322										**$ 102.19**
189323; 01/31/2025; Outstanding; null										
	999999	EDITH HALE	123-4520-00-05	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 90.62
CHECK TOTAL FOR CHECK NUMBER 189323										**$ 90.62**
189324; 01/31/2025; Outstanding; null										
	999999	ANDREW MATHER	128-0003-00-11	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 24.77
CHECK TOTAL FOR CHECK NUMBER 189324										**$ 24.77**
189325; 01/31/2025; Outstanding; null										
	999999	ERIN WERNER	128-1100-00-24	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 89.95
CHECK TOTAL FOR CHECK NUMBER 189325										**$ 89.95**
189326; 01/31/2025; Outstanding; null										
	999999	LAURIE BEACH	128-7150-00-20	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 86.90
CHECK TOTAL FOR CHECK NUMBER 189326										**$ 86.90**

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City of Liberty

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189327; 01/31/2025; Outstanding; null										
	999999	KIRK GRIEBEL	129-2300-00-03	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 111.41
CHECK TOTAL FOR CHECK NUMBER 189327										**$ 111.41**
189328; 01/31/2025; Outstanding; null										
	999999	ALEXANDRA HOLSTED	135-1050-00-11	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 133.06
CHECK TOTAL FOR CHECK NUMBER 189328										**$ 133.06**
189329; 01/31/2025; Outstanding; null										
	999999	KAREN HAMPTON	135-2280-00-01	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	Water Refund	$ 50.90
CHECK TOTAL FOR CHECK NUMBER 189329										**$ 50.90**
189330; 01/31/2025; Outstanding; null										
	999999	EXCEL CONSTRUCTORS	139-7015-00-01	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 1,416.81
CHECK TOTAL FOR CHECK NUMBER 189330										**$ 1,416.81**
189331; 01/31/2025; Outstanding; null										
	999999	KELSEY STONE	140-0214-00-09	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 143.12
CHECK TOTAL FOR CHECK NUMBER 189331										**$ 143.12**
189332; 01/31/2025; Outstanding; null										
	999999	ANDREW HANSEN	140-3095-00-04	01/24/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS		$ 129.73
CHECK TOTAL FOR CHECK NUMBER 189332										**$ 129.73**
189333; 01/31/2025; Outstanding; null										
	999999	ABBY POWERS	142-0250-00-06	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 94.65
CHECK TOTAL FOR CHECK NUMBER 189333										**$ 94.65**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189334; 01/31/2025; Outstanding; null										
	999999	TRACY WALKER	142-0490-00-06	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 123.46
CHECK TOTAL FOR CHECK NUMBER 189334										**$ 123.46**
189335; 01/31/2025; Outstanding; null										
	999999	JOSHUA SALING	142-1490-00-07	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 89.95
CHECK TOTAL FOR CHECK NUMBER 189335										**$ 89.95**
189336; 01/31/2025; Outstanding; null										
	999999	WEST GRANITE HOMES	144-0300-00-06	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 139.77
CHECK TOTAL FOR CHECK NUMBER 189336										**$ 139.77**
189337; 01/31/2025; Outstanding; null										
	999999	DAVE & MARION EDWARDS	204-3770-00-02	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 14.38
CHECK TOTAL FOR CHECK NUMBER 189337										**$ 14.38**
189338; 01/31/2025; Outstanding; null										
	999999	JACOB & CANDICE WALKER	204-3790-00-04	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 105.26
CHECK TOTAL FOR CHECK NUMBER 189338										**$ 105.26**
189339; 01/31/2025; Outstanding; null										
	999999	MS PROPERTY INVESTMENTS	206-1730-00-03	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 133.64
CHECK TOTAL FOR CHECK NUMBER 189339										**$ 133.64**
189340; 01/31/2025; Outstanding; null										
	999999	DEANA HAYES	207-0010-00-14	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 130.09
CHECK TOTAL FOR CHECK NUMBER 189340										**$ 130.09**

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City of Liberty

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189341; 01/31/2025; Outstanding; null										
	999999	ANN POSEY	207-4940-00-03	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 697.86
CHECK TOTAL FOR CHECK NUMBER 189341										**$ 697.86**
189342; 01/31/2025; Outstanding; null										
	999999	ROZINA RAJABALI	209-1300-00-02	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 120.31
CHECK TOTAL FOR CHECK NUMBER 189342										**$ 120.31**
189343; 01/31/2025; Outstanding; null										
	999999	CAROL & SCOTT ALLEN	210-1330-00-06	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 59.32
CHECK TOTAL FOR CHECK NUMBER 189343										**$ 59.32**
189344; 01/31/2025; Outstanding; null										
	999999	ANITA MULLIN	210-1900-00-02	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 80.67
CHECK TOTAL FOR CHECK NUMBER 189344										**$ 80.67**
189345; 01/31/2025; Outstanding; null										
	999999	REBECCA ANDREW	210-2250-00-15	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 6.54
CHECK TOTAL FOR CHECK NUMBER 189345										**$ 6.54**
189346; 01/31/2025; Outstanding; null										
	999999	CHRISTOPHER DESHON	212-1470-00-12	01/29/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 9.48
CHECK TOTAL FOR CHECK NUMBER 189346										**$ 9.48**
189347; 01/31/2025; Outstanding; null										
	999999	Sydney Goss	2322272	01/22/2025	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Not Able to Attend	$ 65.00
CHECK TOTAL FOR CHECK NUMBER 189347										**$ 65.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189348; 01/31/2025; Outstanding; null										
	999999	Stephanie Miles	2324783	01/24/2025	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Dog Obedience Class Refund	$ 90.00
CHECK TOTAL FOR CHECK NUMBER 189348										**$ 90.00**
189349; 01/31/2025; Outstanding; null										
	999999	Uproar Dance Competition	2335582	01/28/2025	PARKS & RECREATION		465-44055-000-000000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	$ 1,995.00
CHECK TOTAL FOR CHECK NUMBER 189349										**$ 1,995.00**
189350; 01/31/2025; Outstanding; null										
	999999	PIRIR UNDERGROUND CONSTRUCTION	354-0020-00-01	01/22/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 777.24
CHECK TOTAL FOR CHECK NUMBER 189350										**$ 777.24**
189351; 01/31/2025; Outstanding; null										
	999999	Brandy Carpenter	REFUND LTD APRI	01/29/2025	FINANCE		100-21014-000-000000	LONG TERM INS-SUN LIFE	Refund LTD Prem April Credit	$ 20.40
CHECK TOTAL FOR CHECK NUMBER 189351										**$ 20.40**
189352; 01/31/2025; Outstanding; null										
	999999	Carissa Merz	REFUND LTD JUNE	01/29/2025	FINANCE		100-21014-000-000000	LONG TERM INS-SUN LIFE	Refund LTD Prem June Credit	$ 21.72
CHECK TOTAL FOR CHECK NUMBER 189352										**$ 21.72**
189353; 01/31/2025; Outstanding; null										
	639	LISA SHANNON	008	01/28/2025	COURT		100-55041-116-000000	CONTRACT LABOR	JAN INVOICE	$ 925.00
CHECK TOTAL FOR CHECK NUMBER 189353										**$ 925.00**
189354; 01/31/2025; Outstanding; null										
	932	BRITTANY LEAP	2/2-2/7/2025	01/23/2025	FINANCE		100-54000-501-000000	TRAINING TRAVEL	Crisis/Hostage Neg	$ 440.00
CHECK TOTAL FOR CHECK NUMBER 189354										**$ 440.00**

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

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
189355; 01/31/2025; Outstanding; null										
	933	BRIANNA SCHMIDT	2/2-2/7/2025	01/23/2025	FINANCE		100-54000-501-000000	TRAINING TRAVEL	Crisis/Hostage Neg	$ 440.00
CHECK TOTAL FOR CHECK NUMBER 189355										**$ 440.00**
189356; 01/31/2025; Outstanding; null										
	5518	GREGORY R ARNOLD	1-24-2025	01/21/2025	POLICE		100-55041-501-000000	CONTRACT LABOR	Payroll 1-24-25 (12/21-1/3/25, 1/4-1/17/25)	$ 1,974.78
CHECK TOTAL FOR CHECK NUMBER 189356										**$ 1,974.78**
189357; 01/31/2025; Outstanding; null										
2025 Youth and Adult Officiating Services	9209	LIBERTY SPORTS OFFICIALS	WINTER 5-2025	01/27/2025	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	2025 sports official services	$ 330.50
CHECK TOTAL FOR CHECK NUMBER 189357										**$ 330.50**
Grand Total:										**$ 460,825.59**

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

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 .
  JE  Account Number                         Description                    Item Description                                 Debit           Credit
 Line                                                                        No                                             Amount           Amount
  Check  Vendor  Vendor Name                   Invoice Number  PO Number  PO Item     Po     PO Item   Encumbrance   Employee Asset id
 Number  Number                                                           Number    Split    Compl     Liquid Amt    Number
                                                                                  Seq Number

  180 100-10001-000-000000                   CASH AND INVESTMENTS                                                              .00         7,635.36
  171 100-60000-110-000000                   MINOR EQUIPMENT                     Amzn Mktp Us                               346.26              .00
   2106    7674  CARD CENTER                                                                    N
   15 100-59013-116-000000                   MEMBERSHIP DUES                     Missouri Association F                      76.75              .00
   2106    7674  CARD CENTER                                                                    N
   18 100-59013-116-000000                                                       Missouri Association F                      76.75              .00
   2106    7674  CARD CENTER                                                                    N
   26 100-59013-116-000000                                                       Missouri Association F                      76.75              .00
   2106    7674  CARD CENTER                                                                    N
                                                                                                                       -------------    -------------
 Totals for account: 10011659013000000                                                                                      230.25                    *
   57 100-53000-130-000000                   GENERAL SUPPLIES                    Amazon Mktpl                                 7.94              .00
   2106    7674  CARD CENTER                                                                    N
   71 100-53000-130-000000                                                       Amazon.Com*zd9ay03r2                         3.66              .00
   2106    7674  CARD CENTER                                                                    N
   81 100-53000-130-000000                                                       Amazon Mktpl                                 9.24              .00
   2106    7674  CARD CENTER                                                                    N
                                                                                                                       -------------    -------------
 Totals for account: 10013053000000000                                                                                       20.84                    *
   51 100-53000-150-000000                   GENERAL SUPPLIES                    Amazon Reta* Zd8703tw2                      53.04              .00
   2106    7674  CARD CENTER                                                                    N
   55 100-53000-150-000000                                                       Amazon Mktpl                                29.71              .00
   2106    7674  CARD CENTER                                                                    N
   86 100-53000-150-000000                                                       Amazon Mktpl                                20.99              .00
   2106    7674  CARD CENTER                                                                    N
   87 100-53000-150-000000                                                       Amazon Reta* Zp1ar9ux0                       5.01              .00
   2106    7674  CARD CENTER                                                                    N
                                                                                                                       -------------    -------------
 Totals for account: 10015053000000000                                                                                      108.75                    *
    7 100-59013-151-000000                   MEMBERSHIP DUES                     Py *napc                                   100.00              .00
   2106    7674  CARD CENTER                                                                    N
    2 100-59013-165-000000                   MEMBERSHIP DUES                     Justice Clearinghouse                      129.00              .00
   2106    7674  CARD CENTER                                                                    N
  163 100-59026-165-000000                   MISCELLANEOUS EXPENSES              Samsclub #6247                             178.30              .00
   2106    7674  CARD CENTER                                                                    N
   31 100-55001-170-000000                   INTERNET SERVICE FEES               Amazon Web Services                         47.77              .00
   2106    7674  CARD CENTER                                                                    N


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                                      Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025

 JE  Account Number                          Description                    Item Description                          Debit           Credit
Line                                                                         No                                                    Amount           Amount
 Check  Vendor  Vendor Name                    Invoice Number  PO Number  PO Item     Po     PO Item   Encumbrance   Employee Asset id
Number  Number                                                            Number    Split    Compl     Liquid Amt    Number
                                                                                  Seq Number

  30 100-57020-202-000000                    FACILITIES MAINTENANCE              Genes Cleaners                                           51.65             .00
  2106    7674  CARD CENTER                                                                     N
  74 100-59014-202-000000                    CLOTHING EXPENSES                   The Home Depot #3019                                    199.97             .00
  2106    7674  CARD CENTER                                                                     N
  76 100-59014-202-000000                                                        Tractor Supply #2807                                     33.73             .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 10020259014000000                                                                                                    233.70                   *
  66 100-53000-203-000000                    GENERAL SUPPLIES                    Office Depot #2167                                       10.96             .00
  2106    7674  CARD CENTER                                                                     N
  77 100-53000-203-000000                                                        Papa Johns #2044                                        251.02             .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 10020353000000000                                                                                                    261.98                   *
  24 100-57009-203-000000                    VEHICLE MAINTENANCE                 Oreilly 142                                              18.99             .00
  2106    7674  CARD CENTER                                                                     N
  29 100-57009-203-000000                                                        Oreilly 142                                              16.98             .00
  2106    7674  CARD CENTER                                                                     N
  69 100-57009-203-000000                                                        Oreilly 142                                              11.97             .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 10020357009000000                                                                                                     47.94                   *
  40 100-57019-203-000000                    BUILDING MAINTENANCE                Lowes #01565                                             21.97             .00
  2106    7674  CARD CENTER                                                                     N
  14 100-59014-203-000000                    CLOTHING EXPENSES                   Feldmans Farm And Home                                   44.99             .00
  2106    7674  CARD CENTER                                                                     N
  17 100-59014-203-000000                                                        Feldmans Farm And Home                                   71.12             .00
  2106    7674  CARD CENTER                                                                     N
  33 100-59014-203-000000                                                        Feldmans Farm And Home                                   67.50             .00
  2106    7674  CARD CENTER                                                                     N
  60 100-59014-203-000000                                                        Feldmans Farm And Home                                   78.00             .00
  2106    7674  CARD CENTER                                                                     N
  63 100-59014-203-000000                                                        Feldmans Farm And Home                                   35.63             .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 10020359014000000                                                                                                    297.24                   *
  65 100-59015-203-000000                    PROTECTIVE CLOTHING                 Lowes #01565                                             23.98             .00
  2106    7674  CARD CENTER                                                                     N

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                                      Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025

 .
 JE  Account Number                          Description                    Item Description                          Debit          Credit
Line                                                                         No                                                     Amount          Amount
 Check  Vendor  Vendor Name                    Invoice Number  PO Number  PO Item     Po     PO Item   Encumbrance   Employee Asset id
Number  Number                                                            Number    Split    Compl     Liquid Amt    Number
                                                                                  Seq Number

   9 100-53000-300-000000                    GENERAL SUPPLIES                    Office Depot #2167                                       15.55              .00
  2106    7674  CARD CENTER                                                                     N
  13 100-53007-300-000000                    FOOD                                Hy-Vee Liberty 1384                                      60.97              .00
  2106    7674  CARD CENTER                                                                     N
  67 100-53007-300-000000                                                        Hy-Vee Liberty 1384                                      60.97              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 10030053007000000                                                                                                    121.94                   *
  94 100-57009-300-000000                    VEHICLE MAINTENANCE                 McBee Coffee & Carwash -                                 21.99              .00
  2106    7674  CARD CENTER                                                                     N
  99 100-57009-300-000000                                                        McBee Coffee & Carwash -                                 21.99              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 10030057009000000                                                                                                     43.98                   *
  44 100-57019-300-000000                    BUILDING MAINTENANCE                Amazon.Com*ze6gt07e1                                    535.98              .00
  2106    7674  CARD CENTER                                                                     N
  70 100-57019-300-000000                                                        Amzn Mktp Us                                             44.27              .00
  2106    7674  CARD CENTER                                                                     N
  79 100-57019-300-000000                                                        Amazon Mktpl                                            105.99              .00
  2106    7674  CARD CENTER                                                                     N
  88 100-57019-300-000000                                                        Amazon.Com*zd6f86qw2                                     89.98              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 10030057019000000                                                                                                    776.22                   *
  16 100-59013-300-000000                    MEMBERSHIP DUES                     Www.Iafc.Org                                            240.00              .00
  2106    7674  CARD CENTER                                                                     N
  93 100-53008-301-000000                    MAINTENANCE MATERIALS               Amzn Mktp Us                                            118.68              .00
  2106    7674  CARD CENTER                                                                     N
  90 100-53012-301-000000                    EQUIPMENT SUPPLIES                  Amazon.Com*zd5f59ke2                                    115.80              .00
  2106    7674  CARD CENTER                                                                     N
  80 100-53014-301-000000                    STATION SUPPLIES                    Lowes #01565                                             25.96              .00
  2106    7674  CARD CENTER                                                                     N
  12 100-57009-301-000000                    VEHICLE MAINTENANCE                 McBee Coffee & Carwash -                                 21.99              .00
  2106    7674  CARD CENTER                                                                     N
  25 100-60000-301-000000                    MINOR EQUIPMENT                     Amazon Mktpl                                             34.99              .00
  2106    7674  CARD CENTER                                                                     N
  56 100-60000-301-000000                                                        Amazon.Com*zp4eu0v90                                    519.98              .00
  2106    7674  CARD CENTER                                                                     N

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 .
 JE  Account Number                         Description                    Item Description                                  Debit            Credit
Line                                                                        No                                              Amount            Amount
 Check  Vendor  Vendor Name                   Invoice Number  PO Number  PO Item     Po     PO Item   Encumbrance   Employee Asset id
Number  Number                                                           Number    Split    Compl     Liquid Amt    Number
                                                                                 Seq Number

 134 100-60000-301-000000                   MINOR EQUIPMENT                     Amazon Mktplace Pmts                                .00             32.89
  2106    7674  CARD CENTER                                                                    N
 172 100-60000-301-000000                                                       Amazon.Com*zp6ry6u21                             459.98               .00
  2106    7674  CARD CENTER                                                                    N
                                                                                                                           -------------     -------------
Totals for account: 10030160000000000                                                                                          1,014.95             32.89  *
   3 100-53001-302-000000                   MEDICAL SUPPLIES                    Lowes #01565                                      99.80               .00
  2106    7674  CARD CENTER                                                                    N
   5 100-53001-302-000000                                                       Wm Supercenter #234                               21.96               .00
  2106    7674  CARD CENTER                                                                    N
                                                                                                                           -------------     -------------
Totals for account: 10030253001000000                                                                                            121.76                    *
 110 100-57009-302-000000                   VEHICLE MAINTENANCE                 Midway Ford Truck Center                         227.00               .00
  2106    7674  CARD CENTER                                                                    N
 117 100-57009-302-000000                                                       Oreilly 142                                       34.26               .00
  2106    7674  CARD CENTER                                                                    N
                                                                                                                           -------------     -------------
Totals for account: 10030257009000000                                                                                            261.26                    *
 116 100-54004-303-000000                   TRAINING COSTS                      Gaylord Palms Rsrt Cc                            308.00               .00
  2106    7674  CARD CENTER                                                                    N
  97 100-57009-303-000000                   VEHICLE MAINTENANCE                 McBee Coffee & Carwash -                          21.99               .00
  2106    7674  CARD CENTER                                                                    N
  78 100-53000-480-000000                   GENERAL SUPPLIES                    Amazon Mktpl                                      21.83               .00
  2106    7674  CARD CENTER                                                                    N
 111 100-54001-480-000000                   REGISTRATION FEES                   Mpra* Mo                                         395.00               .00
  2106    7674  CARD CENTER                                                                    N
  75 100-53035-483-000000                   PROGRAM SUPPLIES                    Party City 1119                                  158.24               .00
  2106    7674  CARD CENTER                                                                    N
  10 100-53000-501-000000                   GENERAL SUPPLIES                    Odp Bus Sol Llc # 106874                          72.43               .00
  2106    7674  CARD CENTER                                                                    N
  48 100-53000-501-000000                                                       Hy-Vee Liberty 1384                               96.80               .00
  2106    7674  CARD CENTER                                                                    N
  54 100-53000-501-000000                                                       Amazon Mark* Zp7m65hn0                            39.98               .00
  2106    7674  CARD CENTER                                                                    N
                                                                                                                           -------------     -------------
Totals for account: 10050153000000000                                                                                            209.21                    *
  36 100-55044-501-000000                   MISCELLANEOUS FEES                  Tlo Transunion                                   112.20               .00
  2106    7674  CARD CENTER                                                                    N

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                                       Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025


 .
  JE  Account Number                          Description                  Item Description                                 Debit           Credit
 Line                                                                         No                                           Amount           Amount
  Check  Vendor  Vendor Name                    Invoice Number  PO Number  PO Item     Po     PO Item   Encumbrance   Employee Asset id
 Number  Number                                                            Number    Split    Compl     Liquid Amt    Number
                                                                                   Seq Number

    4 100-59013-501-000000                    MEMBERSHIP DUES                  Iacp                                            220.00              .00
   2106    7674  CARD CENTER                                                                  N
   23 100-59013-501-000000                                                     Iacp                                            220.00              .00
   2106    7674  CARD CENTER                                                                  N
  102 100-59013-501-000000                                                     Fbi Leeda Inc                                    50.00              .00
   2106    7674  CARD CENTER                                                                  N
  135 100-59013-501-000000                                                     Bwy*fbinaa Natl Office                          125.00              .00
   2106    7674  CARD CENTER                                                                  N
  169 100-59013-501-000000                                                     Iacp                                            220.00              .00
   2106    7674  CARD CENTER                                                                  N
  178 100-59013-501-000000                                                     National Association O                          100.00              .00
   2106    7674  CARD CENTER                                                                  N
                                                                                                                       -------------     -------------
 Totals for account: 10050159013000000                                                                                         935.00                 *
   84 100-59014-501-000000                    CLOTHING EXPENSES                Tacticalgear.Com                                125.00              .00
   2106    7674  CARD CENTER                                                                  N
  160 100-60000-501-000000                    MINOR EQUIPMENT                  Amazon.Com*zd24g5gm0                              9.88              .00
   2106    7674  CARD CENTER                                                                  N
   27 100-53019-502-000000                    ARMORY SUPPLIES                  T Rex Arms Inc                                  255.00              .00
   2106    7674  CARD CENTER                                                                  N
   22 100-53020-511-000000                    PROPERTY ROOM SUPPLIES           Amazon Mark* Zd8pf7zv2                          139.18              .00
   2106    7674  CARD CENTER                                                                  N

                                                                                                                       -------------     -------------
 Totals for fund:  100                                                                                                       7,668.25         7,668.25  **

  188 244-10001-000-000000                    CASH AND INVESTMENTS                                                                .00           912.06
   34 244-53022-119-000000                    GRANT SUPPLIES                   Paypal                                          475.00              .00
   2106    7674  CARD CENTER                                                                  N
   35 244-53022-119-000000                                                     Paypal                                          475.00              .00
   2106    7674  CARD CENTER                                                                  N
                                                                                                                       -------------     -------------
 Totals for account: 24411953022000000                                                                                         950.00                 *
   68 244-53026-119-000000                    MAKE MUSIC DAY-SUPPLIES          Lanyard* Customlanyard                             .00            37.94
   2106    7674  CARD CENTER                                                                  N

                                                                                                                       -------------     -------------
 Totals for fund:  244                                                                                                         950.00           950.00  **

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 JE  Account Number                          Description                    Item Description                          Debit          Credit
Line                                                                         No                                                     Amount          Amount
 Check  Vendor  Vendor Name                    Invoice Number  PO Number  PO Item     Po     PO Item   Encumbrance   Employee Asset id
Number  Number                                                            Number    Split    Compl     Liquid Amt    Number
                                                                                  Seq Number

 182 460-10001-000-000000                    CASH AND INVESTMENTS                                                                           .00          5,720.71
  85 460-12002-000-000000                    A/R REIMBURSEABLE EXPENSES          Asi                                                     309.52              .00
  2106    7674  CARD CENTER                                                                     N
  46 460-53003-400-000000                    RECREATION SUPPLIES                 Bib Background Checks                                   307.97              .00
  2106    7674  CARD CENTER                                                                     N
  91 460-54001-400-000000                    REGISTRATION FEES                   Mpra* Mo                                                395.00              .00
  2106    7674  CARD CENTER                                                                     N
 106 460-60000-400-000000                    MINOR EQUIPMENT                     Skid Steer Central                                    1,487.50              .00
  2106    7674  CARD CENTER                                                                     N
  42 460-53000-403-000000                    GENERAL SUPPLIES                    Lowes #01565                                              8.35              .00
  2106    7674  CARD CENTER                                                                     N
 142 460-53000-403-000000                                                        Lowes #01565                                             11.53              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 46040353000000000                                                                                                     19.88                   *
 118 460-53008-403-000000                    MAINTENANCE MATERIALS               Lowes #01565                                            161.20              .00
  2106    7674  CARD CENTER                                                                     N
 114 460-55044-403-000000                    MISCELLANEOUS FEES                  Mo Dmv                                                   78.79              .00
  2106    7674  CARD CENTER                                                                     N
 123 460-55044-403-000000                                                        Mo Dmv                                                   42.07              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 46040355044000000                                                                                                    120.86                   *
  47 460-57009-403-000000                    VEHICLE MAINTENANCE                 Oreilly 142                                              31.97              .00
  2106    7674  CARD CENTER                                                                     N
  62 460-57009-403-000000                                                        Advance Auto Parts #6969                                 17.36              .00
  2106    7674  CARD CENTER                                                                     N
 151 460-57009-403-000000                                                        Kranz Of Kansas City                                    393.57              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 46040357009000000                                                                                                    442.90                   *
 125 460-57018-403-000000                    MISC EQUIPMENT MAINT                Tompkins Ind - Br 8                                      21.92              .00
  2106    7674  CARD CENTER                                                                     N
 107 460-59014-403-000000                    CLOTHING EXPENSES                   Academy Sports #258                                      59.98              .00
  2106    7674  CARD CENTER                                                                     N
 109 460-59014-403-000000                                                        Feldmans Farm And Home                                   59.99              .00
  2106    7674  CARD CENTER                                                                     N


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                                      Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025


 .
 JE  Account Number                          Description                    Item Description                          Debit          Credit
Line                                                                         No                                                     Amount           Amount
 Check  Vendor  Vendor Name                    Invoice Number  PO Number  PO Item     Po     PO Item   Encumbrance   Employee Asset id
Number  Number                                                            Number    Split    Compl     Liquid Amt    Number
                                                                                  Seq Number

 126 460-59014-403-000000                    CLOTHING EXPENSES                   Academy Sports #258                                     175.96              .00
  2106    7674  CARD CENTER                                                                     N
 133 460-59014-403-000000                                                        Academy Sports #258                                     206.92              .00
  2106    7674  CARD CENTER                                                                     N
 140 460-59014-403-000000                                                        Feldmans Farm And Home                                   49.69              .00
  2106    7674  CARD CENTER                                                                     N
 147 460-59014-403-000000                                                        Academy Sports #258                                      39.98              .00
  2106    7674  CARD CENTER                                                                     N
 155 460-59014-403-000000                                                        Academy Sports #258                                     144.98              .00
  2106    7674  CARD CENTER                                                                     N
 159 460-59014-403-000000                                                        Feldmans Farm And Home                                   78.99              .00
  2106    7674  CARD CENTER                                                                     N
 164 460-59014-403-000000                                                        Academy Sports #258                                      29.99              .00
  2106    7674  CARD CENTER                                                                     N
 168 460-59014-403-000000                                                        Academy Sports #258                                     119.98              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 46040359014000000                                                                                                    966.46                   *
 105 460-60015-403-000000                    MINOR TOOLS                         Skid Steer Central                                    1,487.50              .00
  2106    7674  CARD CENTER                                                                     N

                                                                                                                                  -------------     -------------
Totals for fund:  460                                                                                                                  5,720.71         5,720.71  **

 184 461-10001-000-000000                    CASH AND INVESTMENTS                                                                           .00           818.12
  28 461-53000-451-000000                    GENERAL SUPPLIES                    Amazon.Com*ze6dh3iv1                                     28.12              .00
  2106    7674  CARD CENTER                                                                     N
  52 461-54001-451-000000                    REGISTRATION FEES                   Mpra* Mo                                                395.00              .00
  2106    7674  CARD CENTER                                                                     N
 177 461-54001-451-000000                                                        Mpra* Mo                                                395.00              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 46145154001000000                                                                                                    790.00                   *

                                                                                                                                  -------------     -------------
Totals for fund:  461                                                                                                                    818.12           818.12  **



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                                      Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025


 JE  Account Number                          Description                    Item Description                          Debit          Credit
Line                                                                         No                                                     Amount          Amount
 Check  Vendor  Vendor Name                    Invoice Number  PO Number  PO Item     Po     PO Item   Encumbrance   Employee Asset id
Number  Number                                                            Number    Split    Compl     Liquid Amt    Number
                                                                                  Seq Number

 186 465-10001-000-000000                    CASH AND INVESTMENTS                                                                           .00         1,616.38
  50 465-55044-420-000000                    MISCELLANEOUS FEES                  Daxko Llc                                               850.00              .00
  2106    7674  CARD CENTER                                                                     N
  41 465-57018-420-000000                    MISC EQUIPMENT MAINT                Aquaquality                                             100.00              .00
  2106    7674  CARD CENTER                                                                     N
  53 465-57018-420-000000                                                        Life Fitness                                            666.38              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 46542057018000000                                                                                                    766.38                    *


                                                                                                                                  -------------     -------------
Totals for fund:  465                                                                                                                  1,616.38         1,616.38  **

 190 590-10001-000-000000                    CASH AND INVESTMENTS                                                                           .00         5,866.32
  58 590-53000-131-000000                    GENERAL SUPPLIES                    Amazon Mktpl                                              7.94              .00
  2106    7674  CARD CENTER                                                                     N
  72 590-53000-131-000000                                                        Amazon.Com*zd9ay03r2                                      3.66              .00
  2106    7674  CARD CENTER                                                                     N
  82 590-53000-131-000000                                                        Amazon Mktpl                                              9.24              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 59013153000000000                                                                                                     20.84                    *
 143 590-57018-801-000000                    MISC EQUIPMENT MAINT                Oreilly 142                                              67.01              .00
  2106    7674  CARD CENTER                                                                     N
  98 590-59014-801-000000                    CLOTHING EXPENSES                   Happy Times                                             144.00              .00
  2106    7674  CARD CENTER                                                                     N
 100 590-59014-801-000000                                                        Carhartt Retail Llc                                      58.40              .00
  2106    7674  CARD CENTER                                                                     N
 122 590-59014-801-000000                                                        Feldmans Farm And Home                                   88.75              .00
  2106    7674  CARD CENTER                                                                     N
 124 590-59014-801-000000                                                        Feldmans Farm And Home                                   38.75              .00
  2106    7674  CARD CENTER                                                                     N
 131 590-59014-801-000000                                                        Tractor-Supply-Co #0420                                 127.98              .00
  2106    7674  CARD CENTER                                                                     N
 139 590-59014-801-000000                                                        Feldmans Farm And Home                                  155.44              .00
  2106    7674  CARD CENTER                                                                     N
 141 590-59014-801-000000                                                        Feldmans Farm And Home                                  147.51              .00
  2106    7674  CARD CENTER                                                                     N

Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025
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                                      Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025

 JE  Account Number                          Description                    Item Description                          Debit          Credit
Line                                                                         No                                       Amount          Amount
 Check  Vendor  Vendor Name                    Invoice Number  PO Number  PO Item     Po     PO Item   Encumbrance   Employee Asset id
Number  Number                                                            Number    Split    Compl     Liquid Amt    Number
                                                                                  Seq Number

 149 590-59014-801-000000                    CLOTHING EXPENSES                   Feldmans Farm And Home                                  180.90              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 59080159014000000                                                                                                    941.73                   *
  19 590-59015-801-000000                    PROTECTIVE CLOTHING                 Ls Rogers Sporting Go                                    54.00              .00
  2106    7674  CARD CENTER                                                                     N
  21 590-59015-801-000000                                                        Ls Rogers Sporting Go                                    79.99              .00
  2106    7674  CARD CENTER                                                                     N
  96 590-59015-801-000000                                                        Carhartt Retail Llc                                      49.37              .00
  2106    7674  CARD CENTER                                                                     N
 101 590-59015-801-000000                                                        Boot Barn #210                                          197.90              .00
  2106    7674  CARD CENTER                                                                     N
 103 590-59015-801-000000                                                        Feldmans Farm And Home                                   81.26              .00
  2106    7674  CARD CENTER                                                                     N
 112 590-59015-801-000000                                                        Ls Rogers Sporting Go                                   130.00              .00
  2106    7674  CARD CENTER                                                                     N
 113 590-59015-801-000000                                                        Ls Rogers Sporting Go                                   160.00              .00
  2106    7674  CARD CENTER                                                                     N
 115 590-59015-801-000000                                                        Ls Rogers Sporting Go                                   129.99              .00
  2106    7674  CARD CENTER                                                                     N
 130 590-59015-801-000000                                                        Ls Rogers Sporting Go                                   269.99              .00
  2106    7674  CARD CENTER                                                                     N
 136 590-59015-801-000000                                                        Feldmans Farm And Home                                  112.50              .00
  2106    7674  CARD CENTER                                                                     N
 162 590-59015-801-000000                                                        Ls Rogers Sporting Go                                   109.98              .00
  2106    7674  CARD CENTER                                                                     N
 165 590-59015-801-000000                                                        Ls Rogers Sporting Go                                   169.99              .00
  2106    7674  CARD CENTER                                                                     N
 174 590-59015-801-000000                                                        Academy Sports #258                                     155.75              .00
  2106    7674  CARD CENTER                                                                     N
 175 590-59015-801-000000                                                        Feldmans Farm And Home                                   53.13              .00
  2106    7674  CARD CENTER                                                                     N
 176 590-59015-801-000000                                                        Feldmans Farm And Home                                   93.75              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 59080159015000000                                                                                                  1,847.60                   *
  37 590-59026-801-000000                    MISCELLANEOUS EXPENSES              Sams Club #6247                                          80.75              .00
  2106    7674  CARD CENTER                                                                     N

Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025
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                                      Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025


 .
 JE  Account Number                          Description                    Item Description                          Debit          Credit
Line                                                                         No                                                     Amount           Amount
 Check  Vendor  Vendor Name                    Invoice Number  PO Number  PO Item     Po     PO Item   Encumbrance   Employee Asset id
Number  Number                                                            Number    Split    Compl     Liquid Amt    Number
                                                                                  Seq Number

  39 590-59026-801-000000                    MISCELLANEOUS EXPENSES              McDonalds F29621                                         42.95              .00
  2106    7674  CARD CENTER                                                                     N
 120 590-59026-801-000000                                                        Wal-Mart #0234                                          126.54              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 59080159026000000                                                                                                    250.24                  *
   6 590-53000-802-000000                    GENERAL SUPPLIES                    Amazon.Com*zp5gb9yg2                                     79.98              .00
  2106    7674  CARD CENTER                                                                     N
   8 590-53010-802-000000                    LAB SUPPLIES                        Usabluebook                                             320.93              .00
  2106    7674  CARD CENTER                                                                     N
  49 590-53010-802-000000                                                        Idexx Distribution Inc                                  387.03              .00
  2106    7674  CARD CENTER                                                                     N
  61 590-53010-802-000000                                                        Idexx Distribution Inc                                   20.84              .00
  2106    7674  CARD CENTER                                                                     N
  89 590-53010-802-000000                                                        Usabluebook                                             332.01              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 59080253010000000                                                                                                  1,060.81                  *
 170 590-54004-802-000000                    TRAINING COSTS                      Missouri Water & Wastewa                                180.25              .00
  2106    7674  CARD CENTER                                                                     N
  32 590-57005-802-000000                    WATER PLANT MAINTENANCE             Sq *superior Electrical                                 938.75              .00
  2106    7674  CARD CENTER                                                                     N
 104 590-57005-802-000000                                                        Grainger                                                460.63              .00
  2106    7674  CARD CENTER                                                                     N
 146 590-57005-802-000000                                                        Lowes #01565                                               .00           108.83
  2106    7674  CARD CENTER                                                                     N
 158 590-57005-802-000000                                                        Lowes #01565                                             18.48              .00
  2106    7674  CARD CENTER                                                                     N
 161 590-57005-802-000000                                                        Lowes #01565                                            108.83              .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 59080257005000000                                                                                                  1,526.69           108.83 *

                                                                                                                                  -------------     -------------
Totals for fund:  590                                                                                                                  5,975.15         5,975.15 **

 192 591-10001-000-000000                    CASH AND INVESTMENTS                                                                           .00         5,659.63


Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025
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                                      Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025


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 JE  Account Number                          Description                    Item Description                                          Debit           Credit
Line                                                                         No                                                      Amount           Amount
 Check  Vendor  Vendor Name                    Invoice Number  PO Number  PO Item     Po      PO Item   Encumbrance   Employee Asset id
Number  Number                                                            Number    Split     Compl     Liquid Amt    Number
                                                                                  Seq Number

  59 591-53000-131-000000                    GENERAL SUPPLIES                    Amazon Mktpl                                              7.94             .00
  2106    7674  CARD CENTER                                                                     N
  73 591-53000-131-000000                                                        Amazon.Com*zd9ay03r2                                      3.66             .00
  2106    7674  CARD CENTER                                                                     N
  83 591-53000-131-000000                                                        Amazon Mktpl                                              9.23             .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 59113153000000000                                                                                                     20.83                   *
 144 591-57018-901-000000                    MISC EQUIPMENT MAINT                Oreilly 142                                              67.01             .00
  2106    7674  CARD CENTER                                                                     N
 129 591-59014-901-000000                    CLOTHING EXPENSES                   Feldmans Farm And Home                                   64.98             .00
  2106    7674  CARD CENTER                                                                     N
 132 591-59014-901-000000                                                        Feldmans Farm And Home                                  117.00             .00
  2106    7674  CARD CENTER                                                                     N
 173 591-59014-901-000000                                                        Feldmans Farm And Home                                  137.97             .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 59190159014000000                                                                                                    319.95                   *
  20 591-59015-901-000000                    PROTECTIVE CLOTHING                 Ls Rogers Sporting Go                                    54.00             .00
  2106    7674  CARD CENTER                                                                     N
  95 591-59015-901-000000                                                        Boot Barn #210                                          238.44             .00
  2106    7674  CARD CENTER                                                                     N
 127 591-59015-901-000000                                                        Tractor-Supply-Co #0420                                 127.49             .00
  2106    7674  CARD CENTER                                                                     N
 137 591-59015-901-000000                                                        Feldmans Farm And Home                                   22.50             .00
  2106    7674  CARD CENTER                                                                     N
 138 591-59015-901-000000                                                        Ls Rogers Sporting Go                                    54.99             .00
  2106    7674  CARD CENTER                                                                     N
 148 591-59015-901-000000                                                        Feldmans Farm And Home                                   58.13             .00
  2106    7674  CARD CENTER                                                                     N
 152 591-59015-901-000000                                                        Ls Rogers Sporting Go                                    79.99             .00
  2106    7674  CARD CENTER                                                                     N
 153 591-59015-901-000000                                                        Ls Rogers Sporting Go                                   209.97             .00
  2106    7674  CARD CENTER                                                                     N
 156 591-59015-901-000000                                                        Ls Rogers Sporting Go                                   194.99             .00
  2106    7674  CARD CENTER                                                                     N
                                                                                                                                  -------------     -------------
Totals for account: 59190159015000000                                                                                                  1,040.50                   *

Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025
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                                      Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025


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 JE  Account Number                          Description                    Item Description                          Debit           Credit
Line                                                                         No                                                     Amount           Amount
 Check  Vendor  Vendor Name                    Invoice Number  PO Number  PO Item     Po     PO Item   Encumbrance   Employee Asset id
Number  Number                                                            Number    Split    Compl     Liquid Amt    Number
                                                                                  Seq Number


  38 591-59026-901-000000                    MISCELLANEOUS EXPENSES              Sams Club #6247                                          80.75              .00
  2106    7674  CARD CENTER                                                                      N
 121 591-59026-901-000000                                                        Wal-Mart #0234                                          126.54              .00
  2106    7674  CARD CENTER                                                                      N
                                                                                                                                  -------------     -------------
Totals for account: 59190159026000000                                                                                                    207.29                   *
  43 591-53000-902-000000                    GENERAL SUPPLIES                    Wal-Mart #0234                                           26.96              .00
  2106    7674  CARD CENTER                                                                      N
  64 591-53000-902-000000                                                        Amazon Mktpl                                             42.94              .00
  2106    7674  CARD CENTER                                                                      N
 119 591-53000-902-000000                                                        Oreilly 142                                              32.98              .00
  2106    7674  CARD CENTER                                                                      N
                                                                                                                                  -------------     -------------
Totals for account: 59190253000000000                                                                                                    102.88                   *
 108 591-53008-902-000000                    MAINTENANCE MATERIALS               Feldmans Farm And Home                                  141.97              .00
  2106    7674  CARD CENTER                                                                      N
 154 591-53008-902-000000                                                        Feldmans Farm And Home                                   96.99              .00
  2106    7674  CARD CENTER                                                                      N
                                                                                                                                  -------------     -------------
Totals for account: 59190253008000000                                                                                                    238.96                   *
  45 591-53010-902-000000                    LAB SUPPLIES                        Usabluebook                                           1,133.32              .00
  2106    7674  CARD CENTER                                                                      N
  92 591-53010-902-000000                                                        Hach Company                                            167.05              .00
  2106    7674  CARD CENTER                                                                      N
                                                                                                                                  -------------     -------------
Totals for account: 59190253010000000                                                                                                  1,300.37                   *
 166 591-57003-902-000000                    LIFT STATION MAINTENANCE            Lowes #01565                                            652.76              .00
  2106    7674  CARD CENTER                                                                      N
   1 591-57019-902-000000                    BUILDING MAINTENANCE                Sutherlands 1214                                        129.55              .00
  2106    7674  CARD CENTER                                                                      N
 128 591-59015-902-000000                    PROTECTIVE CLOTHING                 Feldmans Farm And Home                                   30.98              .00
  2106    7674  CARD CENTER                                                                      N
 145 591-59015-902-000000                                                        Feldmans Farm And Home                                  101.88              .00
  2106    7674  CARD CENTER                                                                      N
 150 591-59015-902-000000                                                        Feldmans Farm And Home                                   78.75              .00
  2106    7674  CARD CENTER                                                                      N
                                                                                                                                  -------------     -------------
Totals for account: 59190259015000000                                                                                                    211.61                   *

Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025
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                                Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025


 JE  Account Number                        Description                    Item Description                                   Debit            Credit
Line                                                                        No                                               Amount           Amount
 Check  Vendor  Vendor Name                  Invoice Number  PO Number  PO Item     Po     PO Item   Encumbrance   Employee Asset id
Number  Number                                                          Number    Split    Compl     Liquid Amt    Number
                                                                                 Seq Number

 167 591-60000-902-000000                  MINOR EQUIPMENT                     Feldmans Farm And Home                     1,319.94              .00
  2106    7674  CARD CENTER                                                                  N
 157 591-53000-903-000000                  GENERAL SUPPLIES                    Feldmans Farm And Home                        47.98              .00
  2106    7674  CARD CENTER                                                                  N

                                                                                                                   -------------     -------------
Totals for fund:  591                                                                                                   5,659.63          5,659.63  **

 194 592-10001-000-000000                  CASH AND INVESTMENTS                                                              .00            27.87
  11 592-70020-801-000000                  CONSTRUCTION CONTRACT               Sutherlands 1214                             27.87              .00
  2106    7674  CARD CENTER                                                                  N

                                                                                                                   -------------     -------------
Totals for fund:  592                                                                                                      27.87             27.87  **

 195 999-10001-000-000000                  CASH AND INVESTMENTS                                                              .00         28,256.45
 179 999-39100-000-000000                  EQ IN POOLED CASH - FUND 100                                                 7,635.36              .00
 187 999-39244-000-000000                  EQ IN POOLED CASH - FUND 244                                                   912.06              .00
 181 999-39460-000-000000                  EQ IN POOLED CASH - FUND 460                                                 5,720.71              .00
 183 999-39461-000-000000                  EQ IN POOLED CASH - FUND 461                                                   818.12              .00
 185 999-39465-000-000000                  EQ IN POOLED CASH - FUND 465                                                 1,616.38              .00
 189 999-39590-000-000000                  EQ IN POOLED CASH - FUND 590                                                 5,866.32              .00
 191 999-39591-000-000000                  EQ IN POOLED CASH - FUND 591                                                 5,659.63              .00
 193 999-39592-000-000000                  EQ IN POOLED CASH - FUND 592                                                    27.87              .00

                                                                                                                   -------------     -------------
Totals for fund:  999                                                                                                  28,256.45         28,256.45  **



                                                                                                                   -------------     -------------
Totals for journal entry number:    143                                                                                56,692.56         56,692.56  ***




Fiscal Year: 2025      Journal entry number:    143      Journal entry date: 01/31/2025 UMB VISA Jan 2025
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STAFF REPORT

Planning and Zoning Case 25-04FDP-A

Staff: Kyle McGinnis, Planner

Date: January 27, 2025

GENERAL INFORMATION

Application:	**Amended Final Development Plan for Fulkerson Cottages, a 40-unit, age-restricted community at the southwest corner of Liberty Drive and Fulkerson Circle, to remove the gate at the intersection of Fulkerson Circle and Reagan Circle.**
Applicant:	Spencer Thompson 351 W. Washington St. Kearney, MO 64060
Property Owner:	Fulkerson Cottages LLC 351 W. Washington St. Kearney, MO 64060
Location:	Southwest corner of Liberty Drive and Fulkerson Circle
Existing Land Use/Zoning:	Under Construction / PD, “Planned Development District”
Future Land Use Designation:	Mixed Residential
Surrounding Land Uses/Zoning:	**North**: W. Liberty Drive, Single-Family Residential, Bank / R-1C, “Standard Single-Family Residential” and C-2, “General Business” **South**: Fulkerson Circle, Single-Family Residential / R-1C, “Standard Single-Family Residential” **East**: Fulkerson Circle, Single-Family Residential / R-1C, “Standard Single-Family Residential” **West:** Single-Family Residential / R-1C, “Standard Single-Family Residential”
Public Notice:	None Required
File Date:	December 6, 2024

PREVIOUS CASES

PZ Case 23-05FP: Final Plat of Fulkerson Cottages, an age restricted residential development on one lot at the SW corner of Liberty Dr. & Fulkerson Ct.

PZ Case 23-04FDP: Final Development Plan for Fulkerson Cottages to allow the construction of a 40-unit age restricted community at the SW corner of Liberty Dr. & Fulkerson Ct.

PZ Case 22-20PP: Preliminary Plat for Fulkerson Cottages, 1 lot on 6.68 acres at the SW corner of Liberty Dr. & Fulkerson Ct.

PZ Case 22-19R&PDP: Proposal to rezone 6.68 acres from R-1C to PD for Fulkerson Cottages to allow the construction of a 40-unit age restricted community at the SW corner of Liberty Dr. & Fulkerson Circle.

PZ Case 16-27A: Proposal to amend the Future Land Use Map from Low-Density Residential to High-Density Residential at 73 Fulkerson Circle.

APPLICANT'S PROPOSAL

Summary

In 2023, this development received FDP approval to allow for the construction of 40 dwelling units, including five duplexes, six triplexes, and three fourplexes, in addition to a club house. The development was approved with a single public access at the northwest corner of the property onto W. Liberty Drive, with a gated emergency drive onto Fulkerson Circle. The applicant has filed this application to eliminate the gate from the drive onto Fulkerson Circle, creating a second public access into the development. The applicant's request is attached to this report as Exhibit C.

Use

The development, which has nearly completed construction, will maintain all of the same elements previously approved by the City Council but for the proposal to remove the gate from the emergency access to Fulkerson Circle.

Site Design

The development has nearly completed construction and will therefore not be making significant changes to its overall design at this time.

Access/Circulation/Parking

Access to this site was originally limited to a single public entry to W. Liberty Drive at the northwest corner of the site, with a gated emergency access available to Fulkerson Circle to be used strictly by emergency vehicles. The applicant has requested to eliminate the gate from this entry, creating a second public entry to the development at Fulkerson Circle. All other elements of the developments circulation and available parking would remain unchanged.

Building Design/ Signage/Lighting

No alterations have been proposed to the development's building design, signage, or lighting as part of this proposal.

Landscaping/ Open Space/ Tree Preservation

No alterations have been proposed to the development's landscaping or open space as part of this proposal.

PUBLIC INFRASTRUCTURE

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

Streets

If the removal of the emergency access gate is approved, the development will have direct access to both W. Liberty Drive and Fulkerson Circle.

Sanitary Sewer

No alterations will be made to the development's sanitary sewer lines.

Water

No alterations will be made to the development's water lines.

Stormwater

No alterations will be made to the development's stormwater infrastructure.

STAFF ANALYSIS

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

1. **The plan substantially complies with the intent of the comprehensive plan;**
   The City's Comprehensive Plan, *Leading Liberty Forward*¸ includes this property within its Mixed Residential Future Land Use category, which is meant to allow for a mixture of single-family detached housing alongside complementary, small-scale, and low-density attached housing styles. Staff believes that the development – which includes duplexes, triplexes, and quadplexes adjacent to existing detached single-family dwellings – aligns with the intent of this Future Land Use category and the intent of the Comprehensive Plan.

2. **The plan complies with the provisions of this UDO;**
   Staff finds that the application substantially conforms to the requirements set forth in the UDO for development within the Planned Development District.

3. **The plan substantially complies with approved city development standards and policies;**
   Staff finds that this application fully complies with the intent of city development standards and policies.

4. **The plan substantially complies with the approved preliminary development plan, where applicable.**
   Staff finds that this application does substantially comply with the preliminary development plan.

STAFF RECOMMENDATION

Staff finds that this application meets the standards of review for a final development plan. Staff recommends approval of PZ Case 25-04FDP-A.

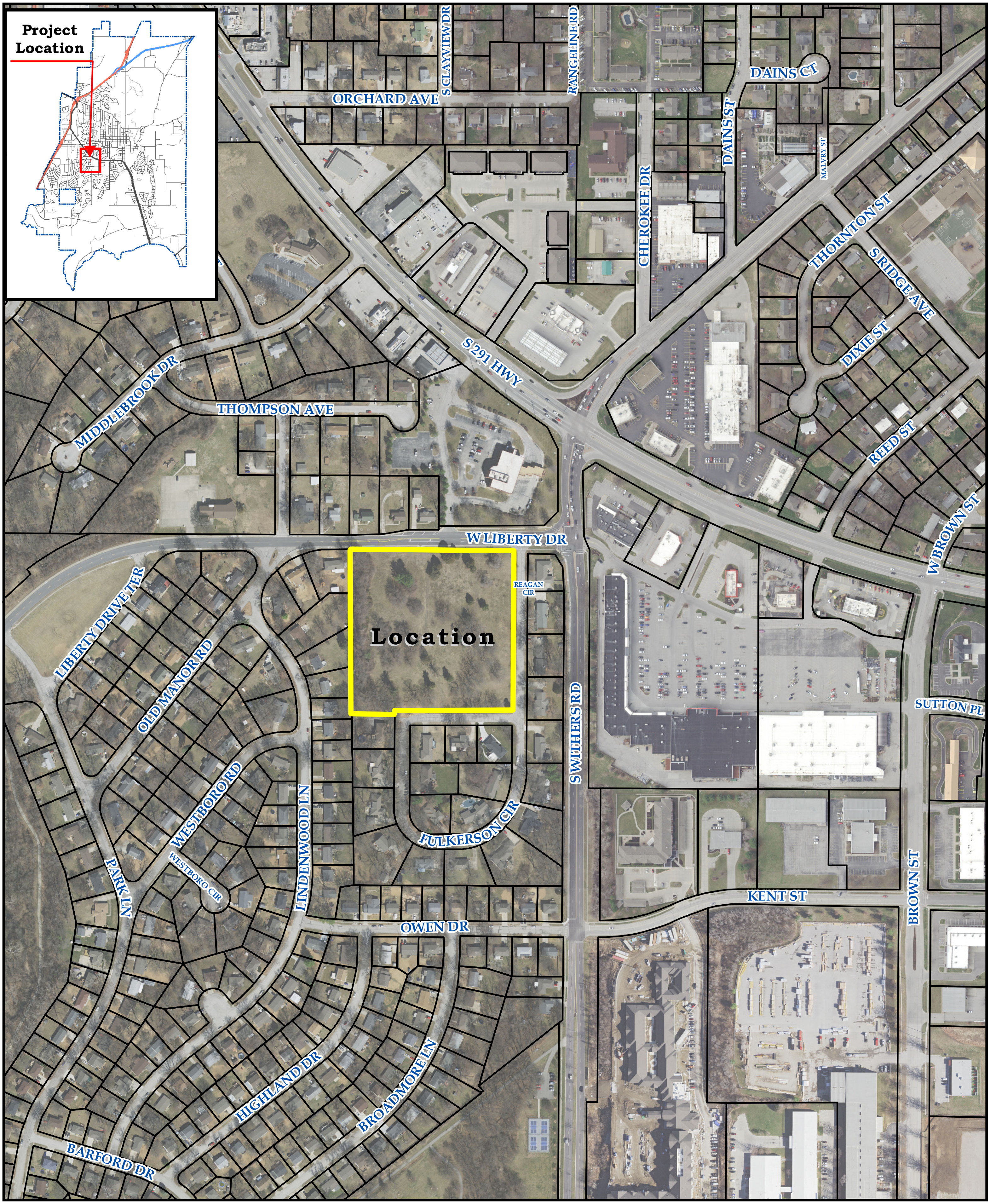
PZ RECOMMENDATION

At its January 14, 2025 meeting, the Planning & Zoning Commission voted 8-0-0 to recommend approval of P&Z Case 25-04FDP-A as presented in the staff report.

ATTACHMENTS

Exhibit A: Vicinity Map
Exhibit B: Site Plan
Exhibit C: Applicant’s Narrative
Exhibit D: Planning & Zoning Commission Minutes Excerpt
Exhibit E: Resolution

The City Council will consider this request at their regular session on January 27, 2025 held in the Council Chambers, City Hall.

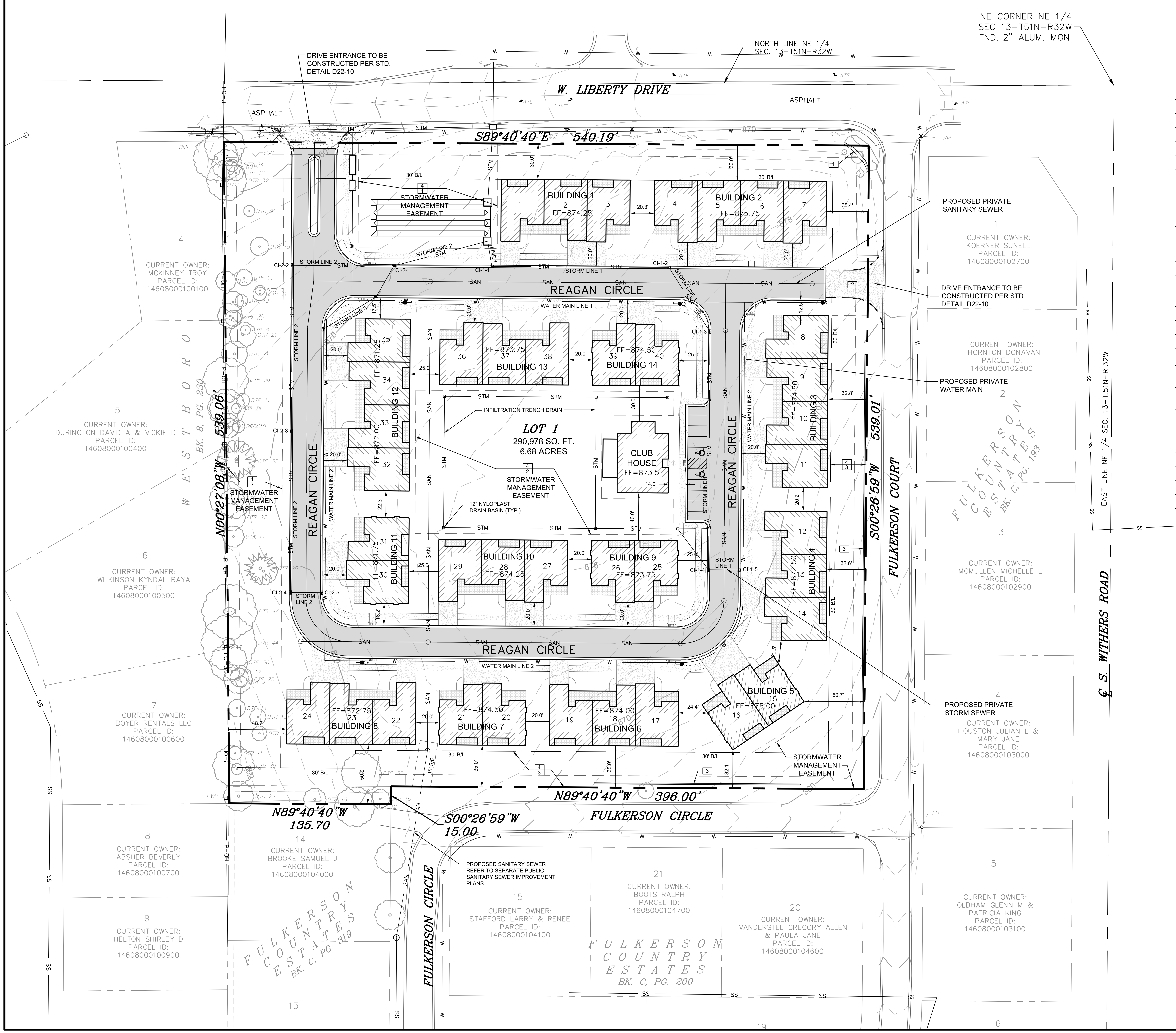


City of Liberty missouri

P&Z Case 25-04FDP-A
Amended Final Development Plan
Fulkerson Cottages

EXHIBIT A: VICINITY MAP

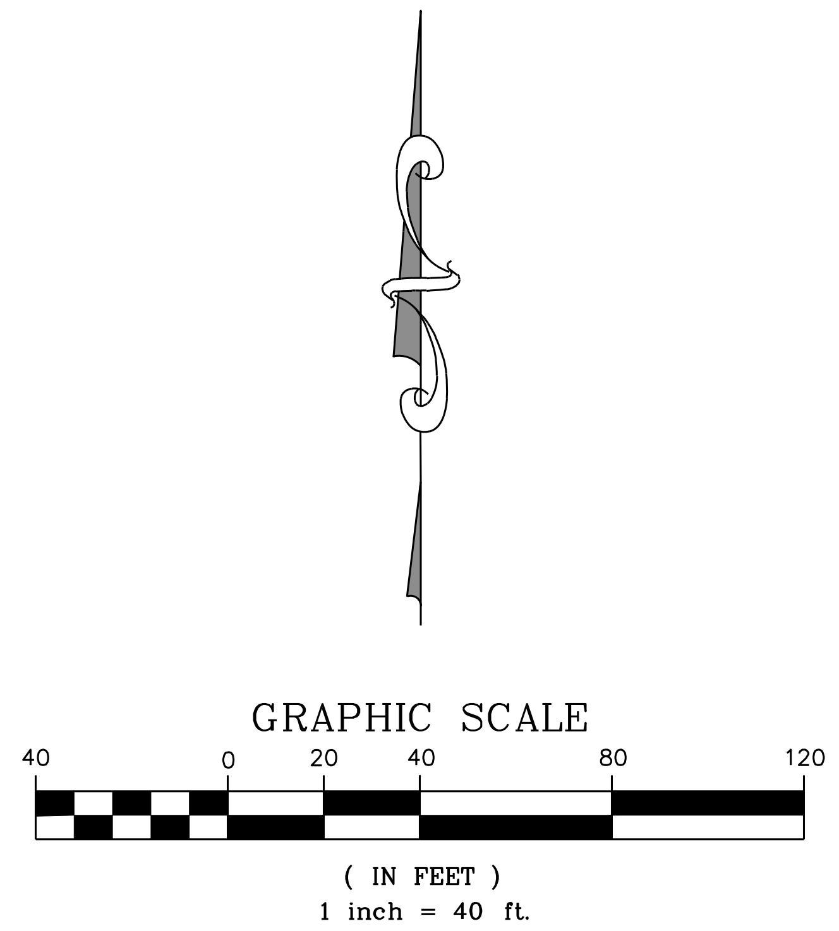
Date: 1/8/2025



GENERAL NOTES:

1. EXISTING MONUMENT SIGN TO REMAIN.
2. EMERGENCY FIRE ACCESS ONLY.
3. PROPOSED RETAINING WALLS – SEE PLANS FOR HEIGHT
4. PROPOSED STORMWATER MANAGEMENT EASEMENT AREAS.
   1. NATIVE VEGETATION & INFILTRATION AREA
   2. INFILTRATION AREA
   3. NATIVE VEGETATION AREA

FULKERSON COTTAGES		
SITE DATA		
ZONING	EXISTING: PD	PROPOSED: MPD
GROSS AREA	290,980.80 SF	6.68 AC.
USAGE	55+ TOWNHOMES	
BUILDING DATA		
UNIT FOOTPRINT	1,456 SF	TOWNHOME
UNITS PER BUILDING	2, 3 & 4	
NUMBER OF BLDGS	14	
TOTAL NUMBER OF UNITS	40	
CLUBHOUSE TOTAL AREA	1,750 SF	
TOTAL BUILDING FOOTPRINT AREA	65,340 SF	
FLOOR AREA RATIO		
GROSS AREA	290,980.80 SF	6.68 AC.
TOTAL BUILDING FOOTPRINT AREA	65,340 SF	
NUMBER OF UNITS	40	
BUILDING COVERAGE	0.22	5.99 UNITS/AC.
PARKING DATA		
	REQUIRED	PROVIDED
UNIT PARKING STALLS (DRIVEWAY)	2 SPACES PER UNIT=80 SPACES	40 SPACES
UNIT PARKING STALLS (GARAGE)		40 SPACES
CLUBHOUSE PARKING	N/A	10 SPACES
ADA PARKING	4 SPACES	4 SPACES
OPEN SPACE DATA		
PERVIOUS AREA	149,819.00 SF	3.44 AC.
TOTAL SITE AREA	290,980.80 SF	6.68 AC.
OPEN SPACE %	51.5%	



REVISIONS

NO.	DATE:	DESCRIPTION:	REVISED BY:	CHECKED BY:
1	1/18/23	REVIEW COMMENTS	JKR	SMW
2	4/14/23	FF ELEVATIONS	JKR	SMW
3	11/18/24	REMOVE CHIRP GATE	JKR	SMW
4				
5				
6				
7				

FULKERSON COTTAGES
LIBERTY, CLAY COUNTY, MISSOURI
SITE DEVELOPMENT PLANS
SITE PLAN

ENGINEER'S SEAL
S.M. WARGER NUMBER E-20997
11-18-24

R.L. Buford & Associates Engineering, LLC
LAND SURVEYING – CIVIL ENGINEERS – DEVELOPMENT CONSULTANTS
R.L. BUFORD & ASSOCIATES, LLC
rob@rlbuford.com
P.O. BOX 14069, PARKVILLE, MO. 64152 (816) 741-6152

SEC.-TWP.-RGE. 13–51–32	COUNTY CLAY	JOB NO. L-22210
PLAN DATE SEPT. 2022	CHECKED BY SMW	DRAWN BY JKR

FOR
PATRIOT PROPERTIES

SHEET NO.
3 OF 18

PZ Case 25-04FDP-A

Applicant is seeking to have the previously approved development plan modified in one respect only. They are asking to remove the so-called “fire access gate” planned for the east access point at Fulkerson Circle. The fire gate would prevent access to the development via the east entrance except for emergency vehicles in the event of an emergency. Upon reviewing the options and design for a gate at that location it has become clear that such a gate is difficult to design and make work properly due to the elevations and the short distance between the street and proposed gate. In discussions with fire department leadership it became clear that they would much prefer not to have the gate and the associated delays and difficulties it could create in the event of an emergency. Further, blocking off the east entrance will remove a useful, secondary means of ingress and egress for the neighborhood behind the development. Having that second access point that allows traffic to avoid the intersection of Liberty Drive and Withers is very useful for all involved and helps to relieve congestion at that intersection. Neighbors are able to cut through Fulkerson Cottages to access Liberty Drive further west away from the intersection with Withers thereby lessening congestion at that intersection. Keeping the free flow of traffic through the east entrance improves access for all parties, is safer and more efficient and avoids the difficulties and accompanying delays and safety issues that a closed gate will create for emergency vehicle access.

Spencer R. Thomson, Esq.

Thomson, LLC

A. **PZ Case 25-04FDP-A: Amended Final Development Plan for Fulkerson Cottages to change gated emergency access to full access at W. Liberty Dr. and Fulkerson Cir.**
Mr. McGinnis presented the proposed Final Development Plan to the commission as described in the staff report.

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

Commissioner Personett asked why this case was not given a public hearing. Ms. Sharp stated that the UDO does not require Planned Developments to go through a public hearing process for amendments of this nature, and so staff could not require it.

Commissioner Personett asked why the gate had been originally proposed if the applicant was requesting to remove it now. Ms. Sharp recalled that during the original review of this Planned Development, neighboring property owners voiced concerns about increasing traffic on Fulkerson Circle, and so the applicant agreed to provide a gate to limit the use of the access point to emergency vehicles. She said she would defer to the applicant to explain the need to now remove it.

Commissioner Personett noted that there appeared to be a retaining wall shown on the plans provided that had not yet been installed on the site despite the other landscaping elements being present. Mr. Martinez said he would look into this.

Spencer Thomson, of 1207 Campbell Avenue and Thomson, LLC, introduced himself as the applicant. Mr. Thomson explained that the gate was originally included as a compromise with concerned neighbors, but that the topography of the site and proximity to Fulkerson Circle both made its inclusion difficult. Mr. Thomson stated that he believed removing the gate would improve connectivity for motorists in the area, which can be important for senior communities who may be visited by emergency services more often than the average neighborhood. Regarding the retaining wall mentioned by Commissioner Personett, Mr. Thomson stated that as the project progressed the project engineers redesigned the topography of the site to eliminate the need for the retaining wall.

Chairman Rosekrans asked if the commission had any further questions for staff. Seeing no additional questions, Chairman Rosekrans asked for a motion.

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

Vote: Motion passed 8-0-0
Yes: All
No: None
Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, January 27, 2025.

RESOLUTION NO. __________

A RESOLUTION APPROVING AN AMENDED FINAL DEVELOPMENT PLAN FOR FULKERSON COTTAGES, TO ELIMINATE THE GATE FROM THE ENTRY AT REAGAN CIRCLE AND FULKERSON CIRCLE, IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, an amended final development plan for Fulkerson Cottages, to eliminate the gate from the entry at Reagan Circle and Fulkerson Circle, in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on January 14, 2025 and City Council on January 27, 2025; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for Fulkerson Cottages, to eliminate the gate from the entry at Reagan Circle and Fulkerson Circle, in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

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

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

CITY COUNCIL
ACTION REPORT
Meeting Date: February 10, 2025
A/R No.: 2024-345

Department: Public Works

Submitted By: Sherri McIntyre, Director Public Works

Subject: **Ordinance amending Ordinance No. 9537 approving a second contract amendment for solid waste and recycling collection and Disposal services from January 1, 2025 to December 31, 2029 with Allied Services, LLC D/B/A Republic Services of Kansas City**

Summary:

- The original contract term was 10 years with 2 five-year extensions provided.
- The total collection cost per household will increase to a combined total of $21.00 effective April 1, 2025, and will increase 11% every year on January 1, 2026, and the following years through 2029.
- The base Solid Waste collection cost per household is $13.00 effective April 1, 2025.
- The base recycling collection cost per household is $8.00 effective April 1, 2025.

Background:

The current solid waste contract expired at the end of December 31, 2024 and staff have been negotiating with Public Services to implement a five-year extension. The cost increases are based on the increased cost of labor, equipment, fuel, and cost escalations. The recycling market is minimal, and the amount of material that is contaminated is in the range of over 70% needing to go to a landfill. Due to the increase in overall costs, the contract has been structured to amortize the costs over the five years with 11% annual increases.

The service provides for a weekly solid waste service, and weekly recycling, with two bulky pick-ups per address per year.

Previous Action (if applicable):

Resolution 3086 on December 16, 2019, approved the first contract amendment for the first 5-year contract extension. This extension started on January 1, 2020.
The original contract was approved by ordinance number 9537 on December 21, 2009, and started on January 1, 2010.

Policy/Committee Review:

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

Financial Considerations:

X **Budgeted:**	Line Item:595-55032-205-000000 Line Item:	Amount: $2,352,384 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. 2024- Second Amendment to Agreement for Solid Waste and Recycling Collection and Disposal Serviced
2. Liberty - CONTRACT EXT - Jan 2025 -Addendum -Signed

Document No. _______

ORDINANCE NO. _________

AN ORDINANCE AMENDING ORDINANCE NO. 9537 APPROVING A SECOND CONTRACT AMENDMENT FOR SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES FROM JANUARY 1, 2025 TO DECEMBER 31, 2029 WITH ALLIED SERVICES, LLC d/b/a REPUBLIC SERVICES OF KANSAS CITY

WHEREAS, The City and the Contractor entered into an original contract approved by Ordinance 9537, on December 21, 2009, for Solid Waste and Recycling Collection and Disposal Services, for a ten-year contract starting January 1, 2010, with Allied Services LLC dba Allied Waste Services of Kansas City, and included provisions for two successive five-year extensions

WHEREAS by the first five-year extension was executed as the First Amendment to the Agreement for Solid Waste and Recycling Collection and Disposal Services, dated approved by City Council Resolution 3086 on December 16, 2019 by which incorrectly identified Contractor as “Republic Services, Inc.”, versus Allied Services, LLC” (collectively, the “Agreement”):

WHEREAS, the parties desire to enter into this Second Amendment for the final five-year term, and increasing the price per household charges for solid waste and recycling materials and the annual rate increases from the Original Contract, and the First Amendment terms of the Agreement:

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a Second Amendment for Solid Waste Recycling Collection and Disposal Service for an additional five year, commencing on January 1, 2025 and expiring on December 31, 2029, and a copy of the amendment is being incorporated by reference and available by law.

SECTION II

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

SECTION III

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

ORDINANCE NO.__________(CONT.)

PASSED by the City Council this ___ day of ________________________, 2025.

____
GREG CANUTESON, MAYOR

ATTEST:

____
DEPUTY CITY CLERK

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

____
GREG CANUTESON, MAYOR

SECOND AMENDMENT TO AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES (this "Second Amendment"), dated effective January 1, 2025, by and between the Mayor, City Council and Citizens of the City of Liberty, Missouri, a Municipal Corporation of Clay County, Missouri (the "City") and Allied Services, LLC d/b/a Republic Services of Kansas City (the "Contractor").

Recitals

A. The City and the Contractor entered into that certain Agreement for Solid Waste and Recycling Collection and Disposal Services, dated January 1, 2010, as amended by that certain First Amendment to an Agreement for Solid Waste and Recycling Collection and Disposal Services, dated January 8, 2020, which incorrectly identified Contractor as "Republic Services, Inc.", versus Allied Services, LLC" (collectively, the "Agreement").

B. The parties desire to enter into this Second Amendment to increase the term of the Agreement and revise charges related to the services provided by Contractor to the City.

Agreement

In consideration of the provisions hereof and the obligations undertaken by each of the parties, the parties hereto agree as follows:

1. CONTRACT PERIOD

The parties agree to extend the term of the Agreement for an additional five years, commencing on January 1, 2025 and expiring on December 31, 2029.

2. UNIT CHARGES

Effective as of January 1, 2025, the unit charges for Residential Solid Waste Material and Recyclable Material shall be established according the following:

- Residential Solid Waste Material - $13.00 (thirteen dollars).
  Recyclable Material - $8.00 (eight dollars).

All other fees shall remain as established and thereafter modified and or adjusted in accordance with the Agreement.

3. COST INCREASES

The parties agree that Section 2.6 of the Agreement is deleted in its entirety and that effective as of January 1, 2026 and each year thereafter on January 1st, the fees for Residential Solid Waste Material and Recyclable Material shall increase by 11% per year over the prior year's rate. In addition, the Contractor shall be entitled ot an increase in the unit price for fuel recovery fees as follows:

Diesel Fuel Price per Gallon	Fuel Recovery Free
$3.26 - $3.50	$0.17 per household
$3.51 - $3.75	$0.21 per household
$3.76 - $4.00	$0.24 per household
$4.01 - $4.25	$0.27 per household
$ 4.26 and above	$0.30 per household

The fuel recovery fee will be based on actual fuel costs paid by the Contractor in the Kansas City area. The diesel fuel price per gallon is based on a rolling 6-month average.

6. EXHIBIT A

The parties agree that Exhibit A is deleted in its entirety and replaced with the attached Exhibit A.

5. CONTINUING EFFECT

The parties agree that except as modified by this Second Amendment, all terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Second Amendment to be effective as of January 1, 2025.

MAYOR, CITY COUNCIL AND CITIZENS OF
THE CITY OF LIBERTY

By:________________________________
Mayor

ATTEST:

____

ALLIED SERVICES, LLC

By:________________________________
Name: David Baker
Title: General Manager

EXHIBIT A

Location	Quantity	Container
Maintenance – 400 Suddarth	1	6-yard
Downtown Square		Loose pick up
City Park – 970 S M-291	1	6-yard
Water Plant 1920 Claybrook	2	1-yard
Water Plant- 1920 Claybrook	1	2-yard
Community Center – 1600 S Withers	1	8-yard
Animal Shelter- 2801 Riverview Road	1	2-yard
City Hall – 101 E Kansas		Loose pick up
Fire Station #1 – 200 W Mississippi	1	4-yard
Fire Station #2 - 1040 S. Kent	1	2-yard
Fire Station #3 2200 N Lightburne	1	4-yard
Sports Complex – 2200 E. Old 210 Highway	2	8-yard
Waste Water Treatment – 2800 Riverview	1	8-yard

CITY COUNCIL
ACTION REPORT

Meeting Date: February 10, 2025
A/R No.: 2024-388

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant Parks and Recreation Director

Subject: Ordinance approving a contract for services with Stratus Building Solutions for FY2025 third-shift contractual custodial services at the Liberty Community Center in an amount not to exceed $54,180.00

Summary:

- The Liberty Community Center began utilizing third shift contractual custodial services in March 2013 for the locker rooms and fitness center, then expanding to include high-profile areas in 2015.
- Third shift custodial services provide an opportunity for a thorough cleaning of the high-profile, high traffic areas of the facility during the overnight hours when guests aren’t utilizing the facility.
- A contract with current vendor Stratus Building Solutions was approved in January 2022 and the City has received satisfactory results in 2022, 2023 and 2024.
- Staff recommends the approval of a one-year contract with Stratus Building Solutions in the amount of $54,180.00.
- This would be year one (2025) of the potential three, one-year agreements with Stratus Building Solutions.

Background:

In March 2013, the Liberty Community Center began utilizing third shift contractual custodial services for a deeper cleaning of the locker rooms and fitness center Monday through Friday. In addition to deeper cleaning, third shift custodial also prevents interruption of service for Liberty Community Center guests. In March 2015, third shift contractual custodial was expanded to seven days per week in the high profile and high traffic areas of the facility to further enhance the guest experience. Stratus Building Solutions has provided third shift contractual custodial assistance for the Liberty Community since March 2022. The original three-year agreement was for $44,184.00 annually. Stratus Building Solutions requested increases for year two and three of the contract siting increasing costs for supplies, labor and equipment. Year three of the contract expiring in February 2025 is for $52,488.00.

A legal ad was placed and bids were solicited from sixteen area cleaning companies. Four companies toured the facility (Hi Gene’s, City-Wide Maintenance, Stratus Building Solutions, Jani-King) and proposals were received from five vendors.

Vendor	Submittal
Stratus Building Solutions	$54,180.00
MC Janitorial LLC	$54,600.00

City-Wide Maintenance Company	$61,360.00
Hi-Gene's Janitorial	$74,265.00
Jani-King	$81,152.00

In addition to labor, the contract also includes cleaning supplies, cleaning equipment, quarterly carpet cleanings and annual strip and wax on vinyl floors. The selected vendor, when needed by the Liberty Community Center, will also provide additional day porter service and/or overnight theater cleaning at $25.00/hour.

Staff recommends approval of an ordinance for a contract with Stratus Building Solutions to provide third-shift custodial services at the Liberty Community Center for an amount not to exceed $54,180.00. This will be year one (2025) of the potential three, one-year agreements.

Previous Action (if applicable):

Policy/Committee Review:

	Citizen Sales Tax Oversight Committee	Completed/Recommended:
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
X	Other: Park Board	Completed/Recommended: 1-9-2025

Financial Considerations:

Budgeted:	Line Item: 465-55041-420-000000 Line Item:	Amount: $54,180.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Ordinance - 3rd Shift Contractual Custodial Services 2025
2. 2025 Contract 3rd Shift Stratus Signed

Document No. _______

ORDINANCE NO. _________

ORDINANCE APPROVING A CONTRACT FOR SERVICES WITH STRATUS BUILDING SOLUTIONS FOR FY 2025 THIRD SHIFT CONTRACTUAL CUSTODIAL SERVICES AT THE LIBERTY COMMUNITY CENTER FOR AN AMOUNT NOT TO EXCEED $54,180.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract for services by and between the City of Liberty and Stratus Building Solutions, 8735 Rosehill Road, Suite 250, Lenexa, KS 66215 in an amount not to exceed FIFTY-FOUR THOUSAND ONE HUNDREND EIGHTY DOLLARS AND 00/100 ($54,180.00) for third-shift contractual custodial services at the Liberty Community Center, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this ________ day of ________________________, 2025.

____
GREG CANUTESON, MAYOR

ATTEST:

____
DEPUTY CITY CLERK

Approved by the Mayor this _________ day of _____________________, 2025.

____
GREG CANUTESON, MAYOR

You're free to play
Liberty
missouri

CONTRACT FOR SERVICES

GUARANTEED PRICING AGREEMENT WITH STRATUS BUILDING SOLUTIONS FOR FY 2025 LIBERTY COMMUNITY CENTER THIRD SHIFT CUSTODIAL SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 27th day of January, 2025, between Stratus Building Solutions, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 8735 Rosehill Road, Suite 250, Lenexa, KS 66215, hereafter referred to as the Contractor, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

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

This contract approved on **January 27, 2025** and is effective as of **March 1, 2025** and shall remain in effect as described within.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in (PK25-03) Request for Proposal and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
CONTRACT TERM

This agreement is for services to be performed March 1, 2025 through February 28, 2026, and represents year one (2025) of a potential three, one-year agreements if both parties mutually consent to continue the agreement under the same terms and conditions.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and in accordance with the services rates proposed with the contractor's original bid submission in an amount not to exceed $54,180.00. If day porter services are needed, the rate will be $25/hour.

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

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work outlined in Appendix A on a monthly basis. Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B of PK25-03.

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

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

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

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

ARTICLE V
INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract. The work as specified in Appendix A may commence on March 1, 2022 upon the signing of this contract and scheduling and approval of the City.

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

ARTICLE VII
RESPONSIBILITIES

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

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

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

Contractor will supervise and direct the work performed, and shall be responsible for his employees.

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

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

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

FORCE MAJEURE

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

ARTICLE VIII
TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX
WARRANTY

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

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

ARTICLE X
NOTICE OF CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

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

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

ARTICLE XI
AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

ARTICLE XII
INDEMNIFICATION

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

ARTICLE XIII
CONTRACT DOCUMENTS

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

OWNER: **City of Liberty, Missouri**

By:

Title:

Attest:

Title:

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

CONTRACTOR: **Stratus Building Solutions**

By: Anair J Lawrence

Title: Senior Office Manager

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

Attest:

Title:

Address for giving notices:
8735 Rosehill Rd, suite
250 Lenexa KS 66215

Liberty Business License No.:

APPENDIX A
Scope of Work and Special Provisions
Liberty Community Center Third Shift Custodial Services

(Spreadsheet Attached)

CITY OF LIBERTY, MISSOURI

Appendix B

Standard Terms and Conditions

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

A. *Procedures*

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

B. *Contract Award*

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

C. *Insurance*

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

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

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

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

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

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

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

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

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

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

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

I. Contractual Disputes

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

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

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

J. Severability

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

K. Applicable Laws

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

L. Drug/Crime Free Work Place

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

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

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

M. No Escalation of Fees

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

N. Permits

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

O. Compliance with Missouri Law Regarding the Employment of Illegal Aliens

The successful Contractor shall be responsible for understanding and complying with all Missouri laws pertaining to the employment of illegal aliens. This will include certification to the City of such

Appendix C

Federal Work Authorization Affidavit

STATE OF ~~MISSOURI~~ Kansas
COUNTY OF Johnson

AFFIDAVIT

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

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

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

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

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

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

BEFORE ME, the undersigned authority, personally appeared Anais S. Lawrence, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is ______ and I am currently the Senior Office Manager (Title) of Stratus Building Solutions hereinafter "Contractor", whose business address is 8735 Rosehill Rd, Suite 250 Lenexa KS 66215, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted

between Contractor and the City of Liberty: **Project PK25-03, LCC Third Shift Custodial Services.**

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

Further, Affiant saith not.

(SIGNATURE)

Annis J. Lawrence
[printed name], Affiant

Subscribed and sworn to before me this 17th day of January, 20 25

Notary Public State of ~~Missouri~~ Kansas

My Commission Expires: 12/07/2026

Commissioned in Kansas County Johnson

Commission #: 1204069

JOSHUA PHIPPS
Notary Public - State of Kansas
My Appointment Expires 12/7/26

PLEASE NOTE:

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

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

AREA	COMPLETED BY	TASK NUMBER	TASK ASSIGNED TO	TASK NAME	FREQUENCY	SPECIFIC DATE	TASK PROCEDURE				
Companion Care Locker Rooms		*110*	***3rd Shift***	Disinfect Floors and Corners	Nightly		Mop the floor using a properly diluted solution of disinfectant/cleaner. ***(include hallway outside of locker rooms that exit to the pool)***				
Companion Care Locker Rooms		111	***3rd Shift***	Disinfect Sinks, Toilets, Urinals, Showers, Dividers, Countertops, Shower Soap Dishes	Nightly		Disinfect sinks, toilets, urinals, showers, dividers, and countertops using a trigger sprayer with properly diluted solution of cleaner. Wipe dry.				
Companion Care Locker Rooms		*112*	***3rd Shift***	Trash Cans and Sanitary Napkin Bins	Nightly		Empty Trash Cans and sanitary napkin bins, wipe the exteriors with cleaner and reline if necessary.				
Companion Care Locker Rooms		117	***3rd Shift***	Sweep Floors	Nightly		Sweep floor using a standard sized kitchen broom and backpak vacuum ***(pay extra attention to all corners)***				
Entrance / Lobby		*5*	***3rd Shift***	Ceramic Floors and Vestibule Floor	Nightly		Sweep ceramic and vestibule floors using standard kitchen sized broom.				
Entrance / Lobby		*6*	***3rd Shift***	Walk Off Mats	Nightly		Vacuum walk off mats using a a dual-motor upright.				
Entrance / Lobby (Approx. 2800 sf)		*4*	***3rd Shift***	Door Glass and Pool Window Glass	Nightly		Using a clean cloth and recommended cleaner, clean glass. Wipe dry/polish using paper or cloth as needed. Spot clean pool observation deck window glass, approx. 160 sf).				
Fitness Center and Weight Room (approx. 9900 sf)		*33*	***3rd Shift***	Clean rubberized flooring according to manufacturer's recommendations	Nightly		Daily/Regular Cleaning: Sweep, dust mop, or vacuum floor to remove surface soil, debris, sand, and grit. Damp mop with a microfiber mop or auto- scrub using an approved pad or nylon brush.				
Fitness Center and Weight Room (approx. 9900 sf)		*34*	***3rd Shift***	Clean rubberized flooring according to manufacturer's recommendations.	Nightly		Clean nightly, using ECORE's E-Cleaner (2-4 oz./gal of water)				
Locker Rooms		*25*	***3rd Shift***	Disinfect Floors and Corners	Nightly		Mop the floor using a properly diluted solution of disinfectant/cleaner. ***(include hallway outside of locker rooms that exit to the pool)*** **(floors should be powerwashed weekly)**				
Locker Rooms		*26*	***3rd Shift***	Disinfect Sinks, Toilets, Urinals, Showers, Dividers, Countertops, Shower Soap Dishes	Nightly		Disinfect sinks, toilets, urinals, showers, dividers, and countertops using a trigger sprayer with properly diluted solution of cleaner. Wipe dry.				
Locker Rooms		*28*	***3rd Shift***	Trash Cans and Sanitary Napkin Bins	Nightly		Empty Trash Cans and sanitary napkin bins, wipe the exteriors with cleaner and reline if necessary.				
Locker Rooms (Approx. 950 sf)		*24*	***3rd Shift***	Sweep Floors	Nightly		Sweep floor using a standard sized kitchen broom and backpak vacuum ***(pay extra attention to all corners)***				
Lower Level Hall		*37*	***3rd Shift***	Mop VCT Floors	Nightly		Mop the tile floors using a properly diluted solution of disinfectant/cleaner.				
Lower Level Hall		*39*	***3rd Shift***	Clean Glass. (Pool Windows and Gym Door Nightly. Long Hallway Window Weekly.)	Nightly		Using a clean cloth and recommended glass cleaner, spot clean window glass. Wipe dry/polish using paper or cloth. For long hallway windows, weekly will suffice.				
Stairwell / Landings		*19*	***3rd Shift***	Damp Mop Ceramic Tile Floor/Steps	Nightly		Damp mop hard / resilient / synthetic floor surfaces using the proper dilution of solution				
Stairwell / Landings		*20*	***3rd Shift***	Sweep Stairs.	Nightly		Sweep stairs and landing(s) with standard sized kitchen broom to remove all surface soil and debris.				

Stairwell / Landings		*21*	***3rd Shift***	Disinfect handrails	Nightly		Using a clean cloth and trigger spray bottle filled with an appropriate dilution of cleaner, damp wipe handrails.				
Companion Care Locker Rooms		113	***3rd Shift***	Bleach and Scrub Tile Walls	2/weekly		Disinfect walls with a properly diluted solution of cleaner. Wipe dry.				
Locker Rooms		*27*	***3rd Shift***	Bleach and Scrub Tile Walls and Shower Dividers	2/weekly		Disinfect walls with a properly diluted solution of cleaner. Wipe dry. Showers should be powerwashed weekly.				
Companion Care Locker Rooms		*114*	***3rd Shift***	Dust Air Vents, towel dispensers, soap dispensers, hand dryers	Weekly		Using a feather or synthetic duster, dust vents, towel dispensers, hand dryers				
Entrance / Lobby		9	***3rd Shift***	Autoscrub ceramic tile floor	Weekly		Autoscrub floor using vendor equipment				
Locker Rooms		29	***3rd Shift***	Sweep Carpet Benches	Weekly		Using a standard size upright vacuum, sweep tops and sides of carpet benches.				
Locker Rooms		*30*	***3rd Shift***	Dust Air Vents, towel dispensers, soap dispensers, hand dryers	Weekly		Using a feather or synthetic duster, dust vents, towel dispensers, hand dryers				
Lower Level Hall		*40*	***3rd Shift***	Spot Clean Vertical Surfaces.	Weekly		Using a trigger sprayer filled with a proper dilution of cleaner, remove smudges, spills, and handmarks from walls, light switches, push plates, doors and door frames.				
Upper Level Restrooms		*92*	***3rd Shift***	Sinks, Toilets & Urinals	Nightly		Using a properly diluted cleaner, disinfect sinks, toilets, & urinals. Wipe Dry.				
Upper Level Restrooms		*93*	***3rd Shift***	Toilet/urinal Dividers	Nightly		Using a properly diluted cleaner, disinfect toilet dividers and wipe dry.				
Upper Level Restrooms		*94*	***3rd Shift***	Sweep Floor	Nightly		Sweep floor with a standard kitchen sized broom.				
Upper Level Restrooms		*95*	***3rd Shift***	Mop Floors	Nightly		Using an All Surface Cleaner, mop the floor using a properly diluted solution of disinfectant/cleaner.				
Upper Level Restrooms		*96*	***3rd Shift***	Bathroom Trash Cans and Sanitary Napkin Bins	Nightly		Check, empty, and reline trash cans and sanitary napkin bins. Wipe off exteriors with cleaner.				
Companion Care Locker Rooms		115	***3rd Shift***	Professionally Clean Handicap Benches	Monthly		Spot clean if needed nightly. Professionally deep clean monthly.				
Companion Care Locker Rooms		*116*	***3rd Shift***	Remove mineral deposits from Sinks, Toilets, Urinals, Showers as needed. (if properly cleaned daily, this step will not be necessary.)	Monthly		Using an All Surface Cleaner, remove mineral deposits, soap scum, and stains from sinks, toilets, urinals, and showers.				
Locker Rooms		*31*	***3rd Shift***	Professionally Clean Epoxy Benches	Monthly		Spot clean if needed nightly. Professionally deep clean monthly.				
Locker Rooms		*32*	***3rd Shift***	Remove mineral deposits from Sinks, Toilets, Urinals, Showers as needed. (if properly cleaned daily, this step will not be necessary.)	Monthly		Using an All Surface Cleaner, remove mineral deposits, soap scum, and stains from sinks, toilets, urinals, and showers.				
Lower Level Hall		*41*	***3rd Shift***	Buff Vinyl Clad Tile	Monthly		Buff the vinyl clad tile in the lower level hallway area.				

Child Care (Approx. 600 sf)		*3*	***3rd Shift***	Professionally clean carpet	Quarterly		Clean carpet with appropriate carpet cleaning equipment and solution				
Conference Room (Approx. 315 sf)		*1*	***3rd Shift***	Professionally clean carpet	Quarterly		Clean carpet with appropriate carpet cleaning equipment and solution				
Staff Offices/Front DeskArea/ Back Office/Sr. Office/Elevator/Two offices on Lower Level		*2*	***3rd Shift***	Professionally clean carpet	Quarterly		Clean carpet with appropriate carpet cleaning equipment and solution. Clean elevator door tracks monthly.				
Locker Rooms		*119*	***3rd Shift***	Deep Clean	Annually	Labor Day Week	Deep clean of entire locker rooms including floors, urinals, toilets, ceiling vents, and showers				
Companion Care Locker Rooms		*120*	***3rd Shift***	Deep Clean	Annually	Labor Day Week	Deep clean of entire locker rooms including floors, urinals, toilets, ceiling vents, and showers				
Lower Level Hall (Approx. 1,200 sf)		*42*	***3rd Shift***	Strip and Wax	Annually		Using appropriate cleaning methods, clean, strip, and wax VCT annually.				
Theatre Hallway, Vestibule & Dressing Rooms (Approx. 2,600 sf)		*98*	***3rd Shift***	Strip and Wax	Annually		Using appropriate cleaning methods, clean, strip, and wax VCT annually.				
Meeting Rooms (Approx. 4,400 sf)		*118*	***3rd Shift***	Strip and Wax	Annually	Complete on Sunday of Labor Day Weekend	Using appropriate cleaning methods, clean, strip, and wax VCT annually. **(Complete task on Sunday of Labor Day Weekend ensuring floor will be dry and ready to be set Monday night at 5:00 p.m. in preparation for opening Tuesday morning.)**				

CITY COUNCIL
ACTION REPORT
Meeting Date: February 10, 2025
A/R No.: 2025-16

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant Parks and Recreation Director

Subject: **Ordinance approving a guaranteed pricing agreement with Delta Innovative Services, Inc for labor to repair the Liberty Community Center roof sections: B, D1, D2 and E in an amount not to exceed $71,345.00**

Summary:

- The Liberty Community center was opened in February 1992.
- The current roof was installed in 2009 by Tremco who has held the warranty and performed maintenance since installation.
- Liberty Community Center staff contacted Tremco in July of 2023 requesting a quote for a warranty extension.
- Tremco performed an inspection on roofs A, B, D1, D2, E, F & G in the fall of 2023. Upon results of the inspection, Tremco found the roofs to be in a condition to renew the warranty for an additional 5 years.
- A contract was signed with Tremco Construction Products Group on April 8, 2024 for a 5-year warranty extension on roofs A, B, D1, D2, E, F, & G. The original warranty expired on April 27, 2024.
- Prior to the warranty extension being issued, an infrared analysis of the roofing system was performed to confirm there were no areas of wet materials in the roofing system.
- After conducting the infrared scan, significant areas of wet materials were found in roofs B, D1, D2, & E.
- Tremco solicited pricing for 3 venders for the labor to complete roofing repairs with Delta Innovative Services providing the best bid in the amount of $71.982.00. Pricing was provided using the AEPA (Association of Educational Purchasing Agencies) EducationPlus Coop.
    1. Delta Innovative Services, Inc - $71,345.00
    2. Cornell Roofing & Sheet Metal - $77,070.00
    3. KAW Roofing & Sheet Metal - $353,300.00
- To reduce the total price of the project, materials for repairs will be purchased directly from Weatherproofing Technologies Inc., at a discount in the amount of $25,733.89.
- After completion of the repairs and removal of wet areas in the roofing system, the 5-year warranty will be issued.
- Tremco anticipates the repairs and warranty extension will extend the life of the roofs another 5 years and potentially longer if proactive maintenance is continued.
- Tremco estimates that without the repairs, warranty extension and preventative maintenance, they would recommend a roof restoration on the roofs within the next 3 years or roof replacement within 5 years. Estimated cost for roof restoration is $525,000.00. Estimated cost for roof replacement is

$1,125,000.00.

Staff recommends approval of contracts with Delta Innovative Services, Inc for labor to repair roof sections B, D1, D2, & E in an amount not to exceed $71,345.00 and with Weatherproofing Technologies Inc., for the purchase and delivery of materials to complete repairs to roof sections B, D1, D2, & E in an amount not to exceed $25,733.89.

Background:
The Liberty Community Center opened in February of 1992. The current roof was installed in 2009 by Tremco who held the original warranty and performed maintenance since installation. The roofing system is a 4-ply built-up-roof with a cold asphalt flood coat with gravel. Liberty Community Center staff contacted Tremco in July of 2023 requesting a quote for a warranty extension. Tremco performed an inspection on roofs A, B, D1, D2, E, F & G in the fall of 2023. Roof C was installed in 2018 and is under warranty until 2033. Upon results of the inspection, Tremco found the roofs to be in a condition to renew the warranty for an additional 5 years. A contract was signed with Tremco Construction Products Group on April 8, 2024 for a 5-year warranty extension on roofs A, B, D1, D2, E, F, & G. The original warranty expired on April 27, 2024. Below is a description of the roof line sections:

- A – Theater Stage
- B – Theater
- C – Meeting Rooms (not included)
- D1 – Gymnasium
- D2 – Natatorium
- E – Conference Room
- F – Small Pool
- G – Hallway

Prior to the warranty extension being issued, an infrared analysis of the roofing system was performed to confirm there were no areas of wet materials. After conducting the infrared scan, significant areas of wet materials were found in roofs B, D1, D2, & E. Tremco solicited pricing from 3 venders for the labor to complete roofing repairs with Delta Innovative Services, Inc providing the best bid in the amount of $71.345.00. Pricing was provided using the AEPA (Association of Educational Purchasing Agencies) EducationPlus Coop. To reduce the total cost of the project, materials will be purchased directly from Weatherproofing Technologies Inc., at a discount in the amount of $25,733.89. After completion of the repairs and removal of wet areas in the roofing system, the 5-year warranty will be issued by Tremco.

Tremco anticipates the repairs and warranty extension will extend the life of the roofs another 5 years and potentially longer if proactive maintenance is continued. Tremco estimates that without the repairs, warranty extension and preventative maintenance, they would recommend a roof restoration on the roofs within the next 3 years or roof replacement within 5 years. Estimated cost for roof restoration is $525,000.00. Estimated cost for roof replacement is $1,125,000.00.

Project will be funded through the Parks Sales Tax Fund. Staff recommends approval of contracts with Delta Innovative Services, Inc for labor to repair roof sections B, D1, D2, & E in an amount not to exceed $71,345.00 and with Weatherproofing Technologies Inc., for the purchase and delivery of materials to complete repairs to roof sections B, D1, D2, & E in an amount not to exceed $25,733.89.

Previous Action (if applicable):
Ordinance No.11915 signed April 8, 2024

Policy/Committee Review:

x	Citizen Sales Tax Oversight Committee	Completed/Recommended: 1/9/2025
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
x	Other: Park Board	Completed/Recommended: 1/9/2025

Financial Considerations:

Budgeted:	Line Item: 353-57019-430-000000 Line Item: 353-57019-430-000000	Amount: $71,345.00 Amount: $25,733.89
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. 2025 CONTRACT WTI - LCC Roofing Repairs - Materials Purchase
2. ORDINANCE WTI - LCC Roofing Repairs - Materials Purchase
3. 2025 CONTRACT - Delta Innovative Services, Inc. - LCC Roofing Repairs - vendor signed
4. ORDINANCE Delta Innovative Services INC - LCC Roof Repairs Labor

Document No. _______

ORDINANCE NO. __________

ORDINANCE APPROVING A CONTRACT FOR SERVICES WITH DELTA INNOVATIVE SERVICES, INC FOR LABOR TO REPAIR LIBERTY COMMUNITY CENTER ROOF SECTIONS B, D1, D2 & E IN AN AMOUNT NOT TO EXCEED $71,345.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract for services by and between the City of Liberty and Delta Innovative Services, INC, 4141 Fairbanks Avenue, Kansas City, KS 66106, in an amount not exceed SEVENTY-ONE THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS AND 00/100 ($71,982.00) for labor to repair Liberty Community Center Roof Sections B, D1, D2, & E, a copy of said contract for services being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this ________ day of ________________________, 2025

____
GREG CANUTESON, MAYOR

ATTEST:

____
DEPUTY CITY CLERK

Approved by the Mayor this _________ day of ______________________, 2025

____
GREG CANUTESON, MAYOR

You're free to play
Liberty
missouri

CONTRACT FOR SERVICES

GUARANTEED PRICING AGREEMENT WITH DELTA INNOVATIVE SERVICES, INC. FOR LABOR TO REPAIR LIBERTY COMMUNITY CENTER ROOF SECTIONS B, D1, D2, E.

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 27th day of January, 2025, between Delta Innovative Services, Inc., an entity organized and existing under the laws of the State of Kansas, with its principal office located at 4141 Fairbanks Avenue, Kansas City, KS 66106, hereafter referred to as the Contractor, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

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

This contract approved on **January 27, 2025** and is effective as of **January 27, 2025** and shall remain in effect as described within.

ARTICLE I
THE WORK

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

ARTICLE II
CONTRACT TERM

This agreement is for labor to repair Liberty Community Center roof sections B, D1, D2 & E. Project to be completed as soon as possible and no later than June 1, 2025. Project includes labor for the repairs only and does not include the purchase or supply of materials.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work for this project as described in the proposal for a not-to-exceed amount of $71,345.00

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

ARTICLE IV
CONTRACT PAYMENT

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

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

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

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

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

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

ARTICLE V
INSURANCE REQUIREMENTS

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

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

ARTICLE VII
RESPONSIBILITIES

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

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

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

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

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

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

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

FORCE MAJEURE

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

ARTICLE VIII
TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX
WARRANTY

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

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

ARTICLE X
NOTICE OF CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

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

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

ARTICLE XI
AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

ARTICLE XII

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

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

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

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

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

CONTRACTOR

By: Sabina R. Boyle
[signature]

Sabina R. Boyle
Print Name

Its: Shauna Miller

ARTICLE XIII
INDEMNIFICATION

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

SRB 1-15-25

ARTICLE XIV
CONTRACT DOCUMENTS

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

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

ARTICLE XV
ENTIRE AGREEMENT

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

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

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

OWNER: **City of Liberty, Missouri**	CONTRACTOR: **Delta Innovative Services**, Inc. SRB 1-15-25 CTG 1-16-25
	Sabina R. Boyle
Signature	Signature
By:	By: Sabina R. Boyle
Title:	Title: President *(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest:	Attest: Shana Mills.
Title:	Title: Contract Specialist
Address for giving notices: City of Liberty, MO - Parks & Rec Department	Address for giving notices: 4141 Fairbanks Avenue
1600 S. Withers Rd.	Kansas City, KS 66106
Liberty, MO 64068	
	Liberty Business License No.: LIC-11-08-30458

APPENDIX A

PROJECT PROPOSAL
(see attached)

Appendix B

Standard Terms and Conditions

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

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

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

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

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

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

   1. Comprehensive General Liability:

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

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

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

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

F. *Exemption from Taxes*

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

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

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

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

H. *Invoicing and Payment*

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

I. *Cancellation*

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

J. *Contractual Disputes*

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

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

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

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

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

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

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

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

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

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

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

P. *Permits*

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

Q. *Release of Information*

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

R. *Nondisclosure.*

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

Appendix C

Federal Work Authorization Affidavit

STATE OF MISSOURI
COUNTY OF Clay

AFFIDAVIT

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

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

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

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

KNOWINGLY:
A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

BEFORE ME, the undersigned authority, personally appeared Nancy Rehorn, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Nancy Rehorn and I am currently the Office Administration (Title) of Delta Innovative Services, Inc. hereinafter "Contractor", whose business address is 4141 Fairbanks Ave Kansas City, KS 66106, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Liberty: **Project PK25-14, LCC Roofing Repairs.**

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

Further, Affiant saith not.

Nancy Rehorn
(SIGNATURE)

Nancy Rehorn
[printed name], Affiant

Subscribed and sworn to before me this 15th day of January, 20 25

Shauna Miller
Notary Public State of Missouri

My Commission Expires: 04-03-2027
Commissioned in Clay County
Commission #: 07161700

PLEASE NOTE:

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

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

APPENDIX D

SCOPE OF WORK
(see attached)

DELTA
INNOVATIVE SERVICES

4141 Fairbanks Avenue
KANSAS CITY, KS 66106
913-371-7100 PHONE
913-371-7107 FAX
www.deltaservices.com

December 26, 2024

Re: Liberty Community Center roof repairs

Delta proposes to provide all labor and materials to complete the work as outlined in the scope provided and the infrared report with the exception of Roof C (HVAC Work)

Roof B cost: $39,365.00
Roof D1 cost: $9,060.00
Roof D2 cost: $12,860.00
Roof E cost: $10,060.00 ***this roof includes an additional drain re-work that is not shown on the infrared but was discussed during the on-site walk.***

Respectfully submitted,

Nick Sweeney

Nsweeney@deltaservices.com
P: 913-371-7100
C: 816-896-1193

Scope of work includes only items outlined in bid. Additional work or unknown conditions will be handled under a separate arrangement. Payment terms are "Due Upon Invoice – Date of Invoice" unless specific terms agreed on prior to start. By signing below, I certify that I am authorized by the company indicated above to approve this scope and payment for work rendered.

Authorized Signature ____________________ Title ____________________ Date ____________

Liberty Community Center

1600 S. Withers Road
Liberty, MO 64068

Roofing Repair Scope of Work

August 5, 2024

Roof B

1. Middle scupper on Roof draining onto Roof B, replace scupper sleeve and install new faceplate to cover voids in EIFS around scupper opening.
    a. Disconnect downspout from scupper head without removing from wall.
    b. Remove scupper sleeve.
    c. Install new 24-gauge stainless steel sleeve and strip into Roof A with 2-plies of Burmastic Composite Ply HT and ELS.
    d. Install new 24-guage pre-finished faceplate around outside perimeter of scupper sleeve.
    e. Install new 24-guage pre-finished scupper head with overflow opening.
    f. Reinstall downspout.
2. Remove approximately 926 square feet of wet insulation as outlined in attached report.
    a. Spud gravel back from repair area approximately 18".
    b. If ½" gypsum board over metal deck is dry, leave in place.
    c. Install new polyisocyanurate insulation to match existing, providing sumps around the drains. Adhere with low rise foam insulation adhesive.
    d. Adhere ½" gypsum coverboard with low rise foam insulation adhesive.
    e. Adhere 3-plies of Burmastic Composite Ply HT in Burmastic Adhesive overlapping onto existing roof 4", 8", and 12".
        i. Strip in outside edges of 3-ply with ELS and Burmesh.
    f. Install new TRA flashing adhered in ELS at all perimeters walls.
        i. Install new metal counterflashing as needed.
    g. Follow Tremco requirements for stripping in drains.
    h. Install Burmastic flood coat and gravel surface.

Roof C

1. At RTU
    a. Provide pricing to install new metal curb cover under existing RTU unit.*
        i. Include removal of existing metal curb cover and ductwork extending out the south side.
        ii. Install new 22-gauge curb cover with and seams welded.
        iii. Install new 22-guage cover over void where ductwork is removed and flash with TRA adhered in ELS.

    *RTU shall be disconnected and removed by others prior to this scope of work.

Roof D1

1. Remove and replace 3-scupper sleeves with new 24-gague stainless steel sleeves.
    a. Strip in with 2-plies of Burmastic Composite Ply HT and ELS.
    b. Reattach downspouts to EIFS walls where existing downspout straps have pulled loose.
    c. Reuse existing downspouts.

Roof D2

1. Remove approximately 290 square feet of wet insulation as outlined in attached report.
    a. Spud gravel back from repair area approximately 18".
    b. Adhere new polyisocyanurate insulation to match existing with low rise foam insulation adhesive.
    c. Adhere ½" gypsum coverboard with low rise foam insulation adhesive.
    d. Adhere 3-plies of Burmastic Composite Ply HT in Burmastic Adhesive overlapping onto existing roof 4", 8", and 12".
        i. Strip in outside edges of 3-ply with ELS and Burmesh.
    e. Install new TRA flashing adhered in ELS at all perimeters of skylight curbs.
        i. Install new metal counterflashing as needed.
    f. Install Burmastic flood coat and gravel surface.

Roof E

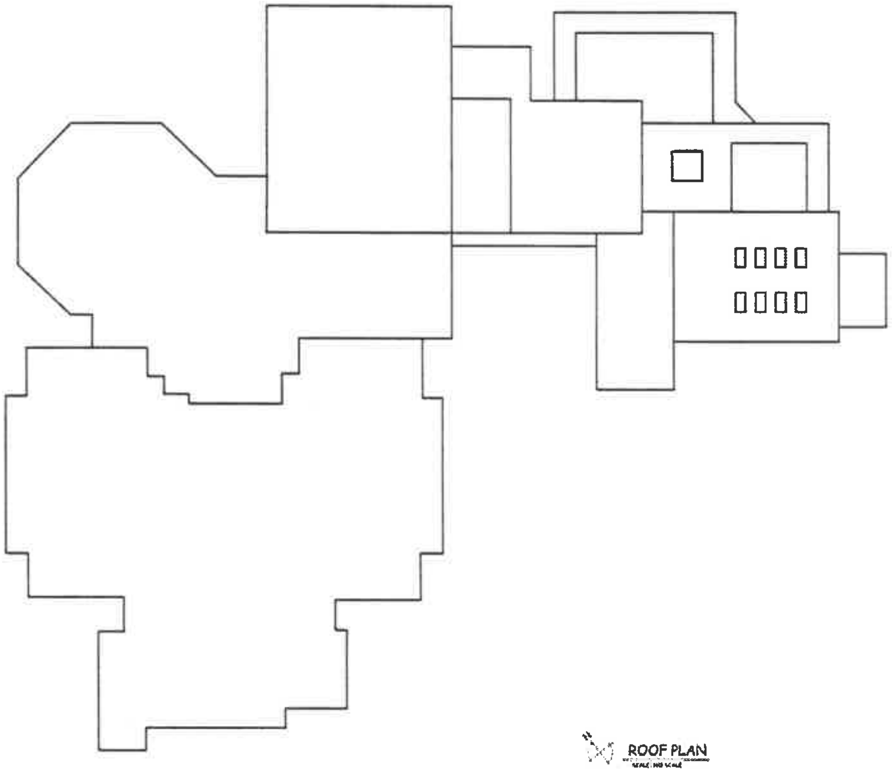
1. Remove approximately 160 square feet of wet insulation as outlined in attached report.
    a. Spud gravel back from repair area approximately 18”.
    b. Install new polyisocyanurate insulation to match existing, providing sumps around the drains. Adhere with low rise foam insulation adhesive.
    c. Adhere ½” gypsum coverboard with low rise foam insulation adhesive.
    d. Adhere 3-plies of Burmastic Composite Ply HT in Burmastic Adhesive overlapping onto existing roof 4”, 8”, and 12”.
        i. Strip in outside edges of 3-ply with ELS and Burmesh.
    e. Install new TRA flashing adhered in ELS at all perimeter walls.
        i. Install new metal counterflashing as needed.
    f. Follow Tremco requirements for stripping in drains.
    g. Install Burmastic flood coat and gravel surface.

ROOF DIAGNOSTIC SURVEY FOR:
LIBERTY COMMUNITY CENTER

1600 S. WITHERS RD - LIBERTY, MO

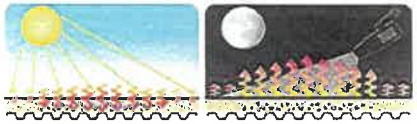
DRAWINGS

- TITLE PAGE
- SHEET A-1 LIBERTY COMMUNITY CENTER - MOISTURE SURVEY
- SHEET A-2 LIBERTY COMMUNITY CENTER - THERMOGRAMS AND PHOTOGRAPHS



ROOF PLAN
SCALE: NO SCALE

How An Infrared Survey Works:



During the daytime, wet roof insulation absorbs more solar energy from the sun than dry roof insulation. During the nighttime, after the roof surface cools, the wet roof insulation will retain more solar energy than dry insulation and these temperature differences are detected by the infrared camera.

The wet roof areas are marked on the roof surface with visible paint markings. The wet roof areas are verified through core cuts and/or a Roof Moisture Meter.

wti
A Division of RPM Building Solutions

TREMCO®
ROOFING & BUILDING MAINTENANCE

STANDARD KEY OF SYMBOLS

A	AREA DESIGNATION	T-01	THERMOGRAM	🟥	WET INSULATION
△	DRY CUT	■	TRACE CORE	▨	R.I.M. (RANDOM INTERMITTANT MOISTURE)
▲	WET CUT	P-01	PHOTOGRAPH	☐	N.I.C.
					MOISTURE GRID
				#	MOISTURE READING

TREMCO
ROOFING & BUILDING MAINTENANCE

wti

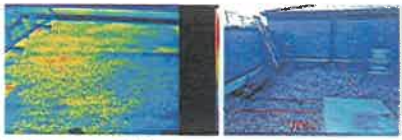
LIBERTY COMMUNITY CENTER
1600 S. WITHERS RD
LIBERTY, MO

PROJECT NO:

DRAWN BY: CRC./TT.

DATE: 06/02/24

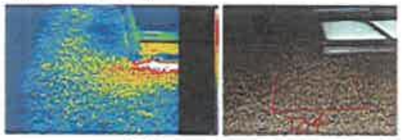
SHEET NO: A-1


Thermogram T-01

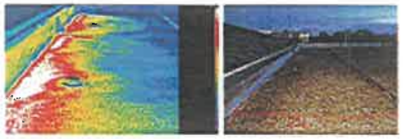

Thermogram T-08

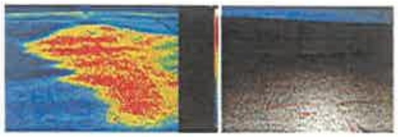

Thermogram T-02


Thermogram T-03


Thermogram T-04


Thermogram T-05


Thermogram T-06


Thermogram T-07

ROOF SECTION DATA

ROOF SECT.	SIZE (S.F.)	WET (S.F.)	% WET
1	2,064	156	7.56%
2	8,674	286	3.30%
3	1,210	0	0.00%
4	4,850	0	0.00%
5	8,220	926	11.27%
6	2,698	0	0.00%
7	752	0	0.00%
TOTALS	28,468	1,368	4.81%

CONSTRUCTION DATA

ROOF SECTION	CORE CUT NUMBER	MOISTURE READING	MOISTURE PERCENTAGE	ROOF CONSTRUCTION	
1	1A	25	N/A		BUILT-UP-ROOF with GRAVEL
			100%	1/2"	DENS GYPUM DECK
			100%	1/4"	EXPANDED POLYSTYRENE INSULATION
			50%	2-3/4"	POLYISOCYANURATE INSULATION
			N/A		METAL DECK
2	2A	21	N/A		BUILT-UP-ROOF with GRAVEL
			100%	1/2"	GYPSUM BOARD
			10%	2"	POLYISOCYANURATE INSULATION
			0%	2"	POLYISOCYANURATE INSULATION
			N/A		METAL DECK
4	4A	25	N/A		BUILT-UP-ROOF with GRAVEL
			0%	1/2"	GYPSUM BOARD
			0%	2-3/4"	POLYISOCYANURATE INSULATION
			N/A		METAL DECK
5	5A	22	N/A		BUILT-UP-ROOF with GRAVEL
			100%	1/2"	GYPSUM BOARD
			10%	1-1/2"	POLYISOCYANURATE INSULATION
			0%	1-1/2"	POLYISOCYANURATE INSULATION
			0%	1/2"	GYPSUM DECK
			N/A		METAL DECK

STANDARD KEY OF SYMBOLS

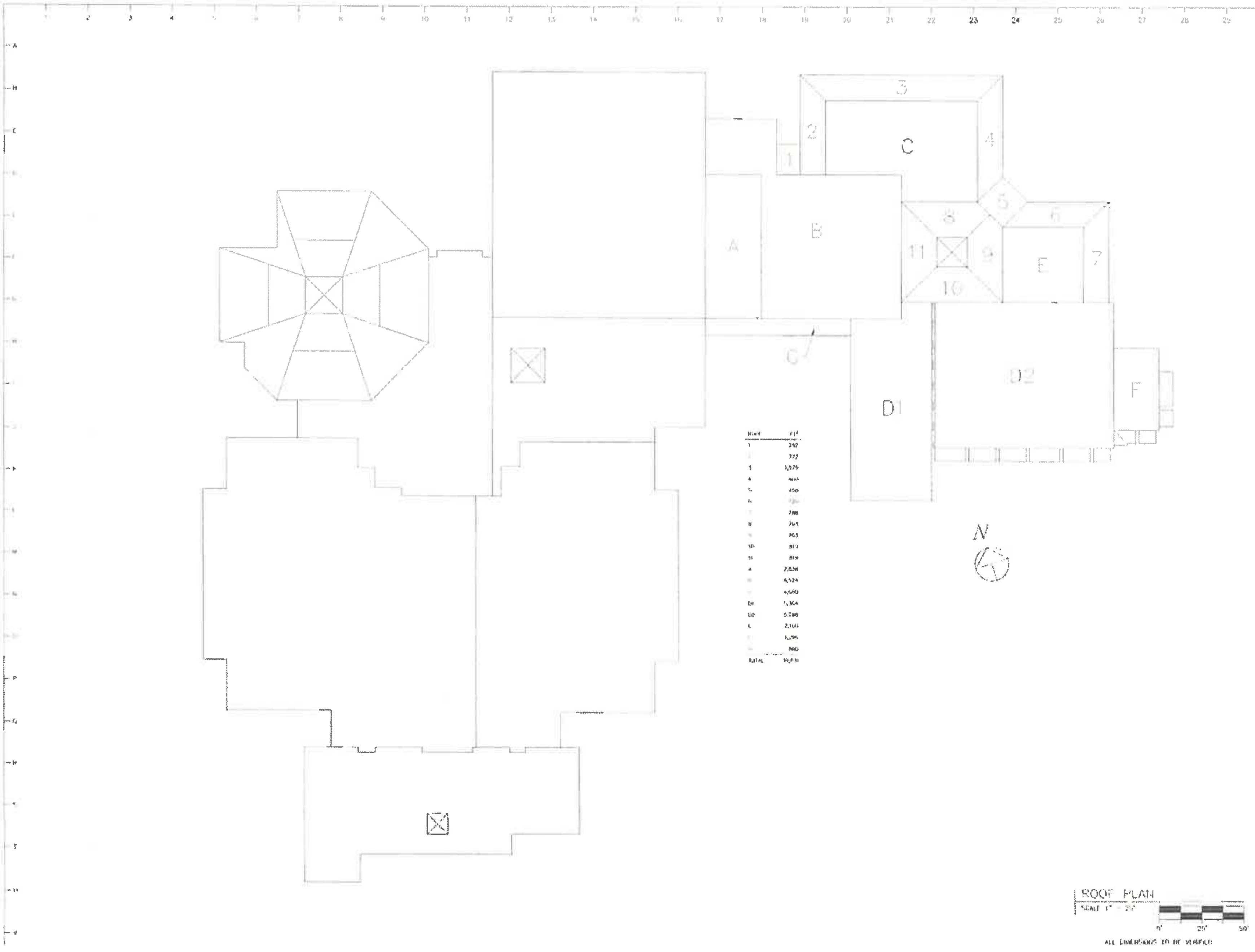
Ⓐ AREA DESIGNATION
△ DRY CUT
▲ WET CUT
(T-01)→ THERMOGRAM
🟦 TRACE CORE
(P-01)→ PHOTOGRAPH
🟥 WET INSULATION
▨ R.I.M. (RANDOM INTERMITTANT MOISTURE)
☐ N.I.C.
MOISTURE GRID
(#) MOISTURE READING

TREMCO
ROOFING & BUILDING MAINTENANCE

wti

LIBERTY COMMUNITY CENTER
1600 S. WITHERS RD
LIBERTY, MO

PROJECT NO.:
DRAWN BY: CRC / TT.
DATE: 06/02/24
SHEET NO.: A-2



ROOF #	FT²
1	252
2	377
3	1,575
4	[illegible]
5	450
6	[illegible]
7	788
8	763
9	763
10	819
11	819
A	2,838
B	8,524
C	4,690
D1	7,364
D2	5,786
E	2,100
F	1,796
G	860
TOTAL	[illegible]

REVISIONS	NO.	DATE	BY

NOTES:

NUMBERED ROOFS ARE METAL, LETTERED ROOFS ARE [illegible]

LEGEND:

- • CORE
- ✢ DRAIN / OVERFLOW DRAIN
- ═ SCUPPER / OVERFLOW SCUPPER
- ━ EXPANSION JOINT / CONTROL JOINT
- - - HIDDEN LINE

wti

CUSTOMER
CITY OF LIBERTY

BUILDING
COMMUNITY CENTER

LOCATION
LIBERTY, MISSOURI

FILE LOCATION & NAME
H:\TONY\MES\CITY LIBERTY\COMM CEN

DRAWN BY	DATE DRAWN	AGREEMENT #
TP	10/24/17	[illegible]
APPROVAL	SURVEY DATE	SERVICE ORDER #

Document No. _______

ORDINANCE NO. _________

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH WEATHERPROOFING TECHNOLOGIES INC., FOR THE PURCHASE AND DELIVERY OF MATERIALS TO COMPLETE REPAIRS TO LIBERTY COMMUNITY CENTER ROOF SECTIONS B, D1, D2, & E IN AN AMOUNT NOT TO EXCEED $25,733.89

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and Weatherproofing Technologies, Inc., 13735 Green Road, Beachwood, OH 44122, in an amount not to exceed TWENTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS AND 00/100 ($25,733.89) for purchase and delivery of materials to complete repairs to Liberty Community Center roof sections B, D1, D2, & E, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this ________ day of ________________________, 2025

____
GREG CANUTESON, MAYOR

ATTEST:

____
DEPUTY CITY CLERK

Approved by the Mayor this _________ day of ______________________, 2025

____
GREG CANUTESON, MAYOR

GUARANTEED PRICING AGREEMENT WITH WEATHERPROOFING TECHNOLOGIES, INC. FOR THE PURCHASE AND DELIVERY OF MATERIALS TO COMPLETE REPAIRS TO LIBERTY COMMUNITY CENTER ROOF SECTIONS B, D1, D2, & E

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 27th day of January, 2025, by and between Weatherproofing Technologies, Inc. an entity organized and existing under the laws of the State of Delaware, with its principal office located at 3735 Green Road, Beachwood, OH 44122, hereafter referred to as the Contractor, and The City of Liberty, Clay County, Missouri, with its principal office located at 101 E. Kansas Street, Liberty, Missouri, hereinafter referred to as CITY.

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

This contract was approved on **January 27, 2025** and is effective as of **January 27, 2025** and shall remain in effect as described within.

ARTICLE I
THE WORK

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

ARTICLE II
CONTRACT TERM

This agreement is for the purchase and delivery of materials to complete repairs to Liberty Community Center roof sections B, D1, D2 & E. Materials to be available as soon as possible so repairs are able to be completed no later than June 1, 2025. Purchase includes the purchase and delivery of materials only and does not include any labor for the completion of the project.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work for this project as described in the proposal for a not-to-exceed amount of $25,733.89

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

ARTICLE IV
CONTRACT PAYMENT

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

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

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

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

ARTICLE V
INSURANCE REQUIREMENTS

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

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

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

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

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

ARTICLE VII
RESPONSIBILITIES

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

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

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

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

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

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

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

FORCE MAJEURE

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

ARTICLE VIII
TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX
ARBITRATION

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

ARTICLE X
INDEMNIFICATION

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

ARTICLE XI
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

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

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

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

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

CONTRACTOR

By: Krista Gnatt/ss
[signature]

Krista Gnatt
Print Name

Its: President

ARTICLE XII
CONTRACT DOCUMENTS

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

- This Agreement
- Project Proposal (Appendix A)
- General Terms and Conditions (Appendix B)

ARTICLE XIII
ENTIRE AGREEMENT

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

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

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

OWNER: **City of Liberty, Missouri**	CONTRACTOR: **Weatherproofing Technologies, Inc.**
	Krista Gnatt/ss
By:	By: Krista Gnatt
Title:	Title: President *(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest:	Attest: Adam Kratzert/ss
Title:	Title: VP, CFO, Treasurer
Address for giving notices: City of Liberty, MO - Parks & Rec Department	Address for giving notices: Attn: Contract Management
1600 S. Withers Rd.	3735 Green Road
Liberty, MO 64068	Beachwood, OH 44122
	Liberty Business License No.: N/A

APPENDIX A

Project Proposal

(See Attached)

Appendix B

Standard Terms and Conditions

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

A. *Procedures*

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

B. *Contract Award*

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

C. *Insurance*

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

1. Comprehensive General Liability:
    - Minimum Limits - $2,000,000 per occurrence and $2,000,000 aggregate
2. Comprehensive Automobile Liability:
    - Minimum $2,000,000 combine single limit for bodily injury and property damage per occurrence
3. Workers' Compensation:
    - Missouri Statutory Requirement. Must show proof of workers' compensation coverage for any person performing work for the City.
4. Employers' Liability:
    - $1,000,000 each employee, $1,000,000 each accident and $1,000,000 policy limit

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

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

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

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

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

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *No Escalation of Fees*

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

N. *Permits*

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

O. *Compliance with Missouri Law Regarding the Employment of Illegal Aliens*

The successful Contractor shall be responsible for understanding and complying with all Missouri laws pertaining to the employment of illegal aliens. This will include certification to the City of such.

CITY COUNCIL
ACTION REPORT

Meeting Date: February 10, 2025
A/R No.: 2025-18

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant Parks and Recreation Director

Subject: **Ordinance approving a beverage agreement with Heartland Coca-Cola Beverage Company for purchase of product for the Capitol Federal Sports Complex and the Liberty Community Center in an amount not to exceed $70,000.00**

Summary:

- Year one of a five-year agreement (March 1, 2025 through October 31, 2030) to purchase Coca-Cola products for sale at Capitol Federal Sports Complex and the Liberty Community Center.
- Annual purchases are budgeted and not to exceed $70,000.00. This pricing is based on past usage levels, new costs, and increased days of usage.
- The product is sold for profit; accordingly, the cost is recovered through sales.
- Coca-Cola was the only vendor to bid on the concessions bottling RFP.

Background:

The City operates two seasonal concession stands at the Capitol Federal Sports Complex and provides beverage vending machines at the Liberty Community Center. Products are sold at both locations for a profit, which is reflected in the 2025 Sports Complex and Liberty Community Center revenue portions of the budget.

A summary of the vendor proposal is as follows:

Coca-Cola Company

20oz Bottles	Price/case	Rebate	Sponsorship	Price Increase
Coke - Cola	$25.83	$1/ 20oz Case	$4,000 per year/ $20,000 over 5 years	Up To 5% annually
Coke - Water	$15.54	$1/ 20oz Case		Up To 5% annually
Coke - Powerade	$27.38	$1/ 20oz Case		Up To 5% annually

This contract represents year one of a five-year agreement to purchase Coca-Cola products for resale at Capitol Federal Sports Complex and the Liberty Community Center. The staff is requesting approval of this contract in an amount not to exceed $70,000.00. This pricing is based on average past usage levels, new costs, and increased days of usage. The product is sold for profit; accordingly, the purchase cost is recovered through sales. The amount is included as a part of the 2025 budget.

For the Liberty Community Center, vending machines are filled by Coca-Cola with revenue sharing based on sales.

Previous Action (if applicable):

Policy/Committee Review:

	Citizen Sales Tax Oversight Committee	Completed/Recommended:
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
x	Other: Park Board	Completed/Recommended: 1/9/2025

Financial Considerations:

Budgeted:	Line Item: 461-53005-451-000000 Line Item:	Amount: $70,000.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:

1. Ordinance Coca Cola 2025
2. City of Liberty and Coke contract

Document No. __________

ORDINANCE NO. ________

ORDINANCE APPROVING A BEVERAGE AGREEMENT WITH HEARTLAND COCA-COLA BEVERAGE COMPANY FOR PURCHASE OF PRODUCT FOR THE CAPITOL FEDERAL SPORTS COMPLEX AND THE LIBERTY COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED $70,000.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a beverage agreement by and between the City of Liberty and Coca Cola Bottling Company, P.O Box 74008600, Chicago, IL 60674-8600**,** in an amount not to exceed SEVENTY THOUSAND DOLLARS AND NO/100 ($70,000.00), pertaining to the purchase of non-alcoholic beverages for concessions and vending services at Capitol Federal Sports Complex and the Liberty Community Center located in Liberty, Missouri, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this ________ day of _________________________, 2025.

____
GREG CANUTESON, MAYOR

ATTEST:

____
DEPUTY CITY CLERK

APPROVED by the Mayor this _________ day of ____________________, 2025.

____
GREG CANUTESON, MAYOR

The City of Liberty missouri

CITY COUNCIL
ACTION REPORT
Meeting Date: February 10, 2025
A/R No.: 2025-47

Department: Public Works **Submitted By**: John Findlay, City Engineer

Subject: Ordinance approving a design-build agreement with Black & McDonald, Inc. for design and installation of pedestrian lighting on Main Street north of Mississippi Street in an amount not to exceed $300,000.00

Summary:

- Installation of pedestrian street lighting on Main Street north of Mississippi Street to the Garrison School was one of the recommendations for public improvements by the Garrison Task Force.
- Black & McDonald, Inc. is an electrical contractor that provides design-build services for designing, furnishing, and installing street lighting.
- Black & McDonald provided a proposal to perform these services for the Main Street corridor at a maximum budget of $300,000.00.

Background:

Installation of decorative pedestrian street lighting on Main Street north of Mississippi Street to the Garrison School was one of the many recommendations for public improvements by the Garrison Task Force. The decorative pedestrian lighting would supplement existing street lighting by providing more light on the sidewalks to improve the corridor.

Black & McDonald is an electrical contractor that also provides design-build services for designing, furnishing, and installing street lighting. They are intimately familiar with the existing street lighting and traffic signals in Liberty as they often perform maintenance on the existing City traffic signals and on existing streetlights for Evergy throughout the City.

Currently, most of the streetlights in the city are owned and maintained by Evergy and Liberty leases them. However, decorative streetlights were constructed as part of the 2016-2017 Downtown Square Reconstruction project and are owned and maintained by the City of Liberty. This project would continue decorative lighting on Main Street from Mississippi Street north toward the end of Garrison School. These new lights will be owned and maintained by the City of Liberty, as they are in the Square. Evergy has a very limited selection of decorative lighting options for lease.

The city staff identified $300,000.00 in the General Fund balance to provide a maximum budget for the project. City staff contacted Black & McDonald to solicit a proposal to install pedestrian street lighting for the corridor to the maximum extent possible with available funds. Black & McDonald provided a design-build proposal to design, furnish, and install decorative pedestrian lighting on Main Street from Mississippi Street north toward Garrison School for a guaranteed maximum price of $300,000.00. The design-build process is an ideal project delivery method that allows for a great deal of flexibility in design, value engineering, and decorative lighting options in order to provide lighting to the maximum extent possible with the limited funds available.

City staff recommends approving an ordinance approving a design-build agreement with Black & McDonald for the installation of pedestrian street lighting on Main Street north of Mississippi Street.

Previous Action (if applicable):
N/A

Policy/Committee Review:

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

Financial Considerations:

x **Budgeted:**	Line Item: 100.59026.160.000000 Line Item:	Amount: $300,000.00 Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: Line Item:	Amount:
	Funding Source:	Amount:

Attachments:
1. 2025-047 Approve Contract with Black and McDonald Main St Ped Lighting ORD
2. Design Build Agreement Main St Lighting FINAL - Signed
3. 2-Project Map

Document No.__________

ORDINANCE NO.____________

AN ORDINANCE APPROVING A DESIGN-BUILD AGREEMENT WITH BLACK & MCDONALD, INC. FOR INSTALLATION OF PEDESTRIAN LIGHTING ON MAIN STREET NORTH OF MISSISSIPPI STREET IN AN AMOUNT NOT TO EXCEED $300,000.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a Design-Build Agreement for Design and Installation of Pedestrian Lighting on Main Street north of Mississippi Street (City Project 25-004) by and between the City of Liberty and Black & McDonald, Inc., in an amount not to exceed THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the Design-Build Agreement as described in Section I of this Ordinance.

SECTION III

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

PASSED by the City Council this ___ day of ________________________, 2025.

____
GREG CANUTESON, MAYOR

ATTEST:

____
DEPUTY CITY CLERK

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

____
GREG CANUTESON, MAYOR

This **AGREEMENT** is made as of the ______day of _________________in the year of 2025, by and between the following parties, for services in connection with the Project identified below.

OWNER:

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

DESIGN-BUILDER:

Black & McDonald
6001 Front Street
Kansas City, MO 64120

PROJECT:

Main Street Mississippi to Garrison School Street Lighting Design-Build
City Project No. 25-005

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents, and generally described as follows:

1.1.1 Design, supply, and install pedestrian lighting along corridor on Main Street from Mississippi Street north to the end of Main Street (approximately 2.5 blocks) at Garrison School for a not-to-exceed budget of $300,000.00.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

2.1.2 Owner's Requirements;

2.1.3 This Agreement, including all exhibits and attachments provided in the proposal process;

2.1.4 The General Conditions of Contract;

2.1.5 Supplementary Conditions, if any, to the General Conditions of the Contract; and

2.1.5 Construction Documents prepared and approved in accordance with the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.2 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.3 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 All drawings, specifications and other documents and electronic data prepared by Design-Builder to Owner under this Agreement are deemed to be instruments of service and furnished to Owner under the Comprehensive Agreement or this Agreement are deemed to be work for hire and upon payment shall become the property of the owner.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than **240** calendar days after the Date of Commencement.

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. But in no event shall Final Completion be achieved later than sixty (30) calendar days after the scheduled Substantial Completion Date ("Final Completion Date") unless Final Completion is delayed due to manufacturing shortages or delays, or delays in transportation.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Final Completion is not achieved within 30 days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within **30** days of Substantial Completion, Design-Builder shall pay to Owner **Five Hundred Dollars ($500.00)**, as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

5.4.1 Owner may deduct any liquidated damages assessed pursuant to this Agreement from any unpaid amounts then or thereafter due Design-Builder under this agreement, Any liquidated damages not so deducted from any unpaid amounts due Design-Builder shall be payable to Owner at the demand of Owner, together with interest from the date of the demand at a rate equal to the interest rate provided in Section 7.4 of this Agreement. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the guaranteed maximum sum of **THREE HUNDRED THOUSAND AND 00/100 Dollars ($300,000.00)**, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Section 9.4.1 of the General Conditions of Contract.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the first (1st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain zero percent (0.0%) from Design-Builder's Applications for Payment pursuant to applicable state law.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Design-Builder shall have rights to terminate this Agreement as provided in the General Conditions of the Contract.

8.2 Owner shall have rights to terminate this Agreement as provided in the General Conditions of the Contract. If Design-Builder is in default under the Contract Documents, Owner may, without prejudice to any other right or remedy and upon written notice to the Design-Builder, terminate the Agreement.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract, or any amendments thereof as detailed in the Supplementary Conditions.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security in accordance with Article 5 of the General Conditions of the Contract:

Performance Bond.

☒ Required ☐ Not Required

Payment Bond.

☒ Required ☐ Not Required

Other Performance Security.

☐ Required ☒ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

11.1.1 Notices – All notices, demands and other communications required by the Contract documents to either party by the other shall be in writing and shall be deemed to have been duly given if personally delivered or sent by a notionally recognized, overnight delivery service addressed as follows:

To Owner:
Sherri McIntyre
Director of Public Works
City of Liberty
101 E. Kansas Street
PO Box 159
Liberty, MO 64069
816.439.4501

To Design-Builder:	Jerry Prochko Senior Project Manager Black & McDonald 6001 Front Street Kansas City, MO 64120 816.483.0257

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:	**DESIGN-BUILDER:**
City of Liberty, Mayor and Council	
(Name of Owner)	*(Name of Design-Builder)*
	Jerry Prochko Digitally signed by Jerry Prochko DN: C=US, E=jprochko@blackandmcdonald.com, O=Custom Lighting Services LLC dba Black & McDonald, OU=Inside & Outside Construction - Division Manager, CN=Jerry Prochko Date: 2025.02.05 10:51:56-06'00'
(Signature)	*(Signature)*
(Printed Name)	*(Printed Name)*
Mayor	
(Title)	*(Title)*
Date:	Date:

Black&McDonald

6001 Front Street, Kansas City, MO. 64120
Phone: 816-483-0257 Fax: 816-483-2111

Proposal

SUBMITTED TO: CITY OF LIBERTY, MO	DATE: 12/31/2024
	PHONE/FAX:
ATTENTION: JOHN FINDLAY	JOB NAME: PEDSTRIAN LIGHTING – GARRISON STREETLIGHTING
ADDRESS: 101 E KANSAS ST	JOB LOCATION: MISSISSIPPI/MAIN/GARRISION SCHOOL
CITY/STATE/ZIP: LIBERTY, MO 64068	ENGINEER/DATE OF PLANS: N/A

SCOPE OF WORK TO BE PERFORMED:
INSTALL PEDESTRIAN LIGHTING ON MAIN ST FROM MISSISSIPI STREET NORTH TO END OF MAIN STREET (2 ½ BLOCKS) AT GARRISON SCHOOL. DEISGN, SUPPLY, AND INSTALL PEDESTRIAN LIGHTING ALONG CORRIDOR FOR A NOT TO EXCEED BUDGET OF $300,000.00. CITY TO PROVIDE MATERIAL SPECIFICATIONS.

Exclusions and clarifications:
1. Quote is valid for 30 days.
2. Major traffic control is excluded.
3. Permits and fees are excluded.
4. Taxes are not included.

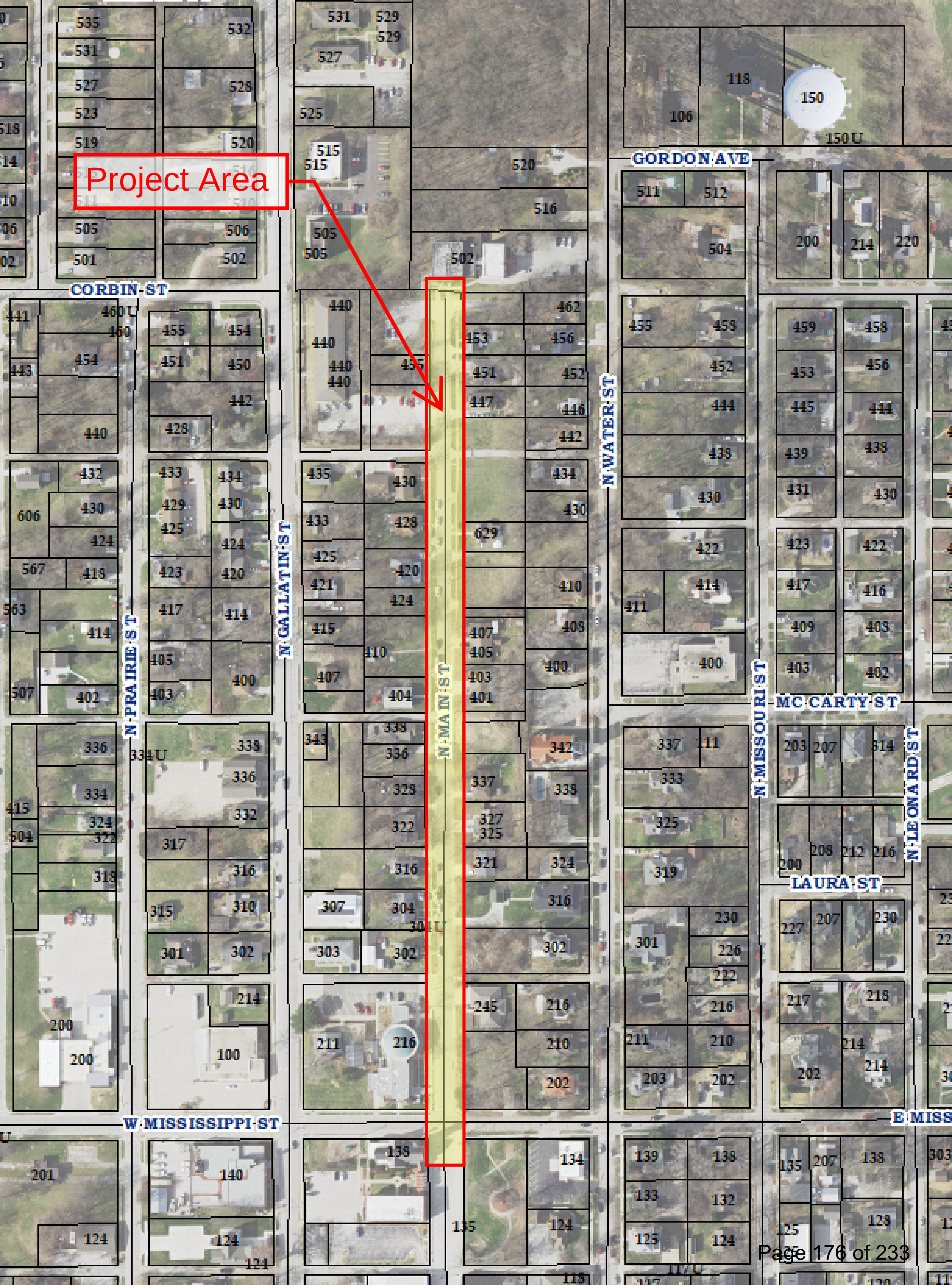
We propose to complete the project according to the plans NOT TO EXCEED: **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS……………………………………… $300,000.00**

Authorized Signature:

Acceptance of proposal: John Findlay

Date:

John Findlay, P.E.
City Engineer
2024.12.31 10:46:49-06'00'


Project Area
CORBIN ST
GORDON AVE
N WATER ST
N GALLATIN ST
N PRAIRIE ST
N MAIN ST
MC CARTY ST
N MISSOURI ST
N LEONARD ST
LAURA ST
W MISSISSIPPI ST
E MISS

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

1.01 Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract.

1.02 The hourly rate of wages shall not be less than the wages stated in:

Missouri Division of Labor Standards

Annual Wage Order No. 31

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

2.01 Contractor shall submit weekly payroll records with each monthly payment application.

2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.

2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.

3.02 The contractor will forfeit a penalty to the City of Liberty of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 024

CLAY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$70.59
Boilermaker	$35.51*
Bricklayer-Stone Mason	$62.37
Carpenter	$64.44
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$56.58
Plasterer	
Communication Technician	$61.30
Electrician (Inside Wireman)	$68.72
Electrician Outside Lineman	$35.51*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$35.51*
Glazier	$58.94
Ironworker	$69.61
Laborer	$50.47
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$56.70
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$63.28
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$56.98
Plumber	$78.98
Pipe Fitter	
Roofer	$59.93
Sheet Metal Worker	$75.64
Sprinkler Fitter	$71.38
Truck Driver	$56.61
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CLAY County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$64.52
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$35.51*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$51.51
General Laborer	
Skilled Laborer	
Operating Engineer	$55.82
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$51.36
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title.
Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME
and
HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

OSHA REQUIREMENTS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in this form have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *RSMo* – Missouri Revised Statutes.

ARTICLE 2 – OSHA 10-HOUR REQUIREMENTS

2.01 Contractor and any subcontractor of Contractor shall require all on-site employees to complete the 10-hour training program required under RSMo Section 292.675 or such employees must hold documentation of prior completion of a certified program.

ARTICLE 3 – PENALTIES

3.01 The Contractor shall forfeit as a penalty to the City of Liberty, two thousand five hundred dollars ($2500) plus one hundred dollars ($100) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period set forth in RSMo Section 292.675

3.02 The City of Liberty shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of RSMo Chapter 292 when making payments to the Contractor under the Contract. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the City of Liberty has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of RSMo Section 292.675. If the payment has been made to the subcontractor without withholding, the Contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the Clay County, Missouri Circuit Court.

FEDERAL WORK AUTHORIZATION

STATE OF MISSOURI)
) ss
COUNTY OF ________________)

AFFIDAVIT

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

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

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

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

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

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

BEFORE ME, the undersigned authority, personally appeared ________________

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

1. My name is ____________________________________ and I am currently the President of

____hereinafter "Contractor"), whose business address is

_________________ ________________________, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and

____

____

____

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

____
(SIGNATURE)

____
[printed name], Affiant

Subscribed and sworn to before me this _____ day of _______________ , 20___

____
Notary Public State of Missouri

My Commission Expires: ________________
Commissioned in ________________ County
Commission #: _________________________

PLEASE NOTE:

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

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

AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODOTIES

1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

2.01 The requirements of this form are not required when:

A. Only one line of a particular good or product is manufactured or produced in the United States;

B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;

C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.

2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

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

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

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

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

CONTRACTOR

By: ______________________________
[signature]

____
Print Name

Its: ______________________________
[list title]

34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1. This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) "**Boycott Israel**" and "**boycott of the State of Israel**", engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) "**Company**", any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) "**Public entity**", the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be the latest revision of Technical Specifications for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.

1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.

1.03 The aforementioned Technical Specifications are available on line at www.libertmo.gov. Follow the path through Departments, Public Works, Engineering, Technical Specifications. Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.

2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.

MISSOURI PROJECT EXEMPTION CERTIFICATE

AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE:

CONTRACTOR:

ADDRESS:

CITY/STATE/ZIP:

NAME OF PERSON TO CONTACT AND PHONE #, IF QUESTIONS: **John Findlay, 816.439.4507**

PROJECT # ASSIGNED:

PROJECT DESCRIPTION:

PROJECT LOCATION:

DATE OF CONTRACT: DATE PROJECT TO BEGIN:

ESTIMATED PROJECT COMPLETION DATE: REVISED COMPLETION DATE:_______________

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

ATTACHED IS THE STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

APPROVED APPROVED

____________________ ____________ ______________________________________

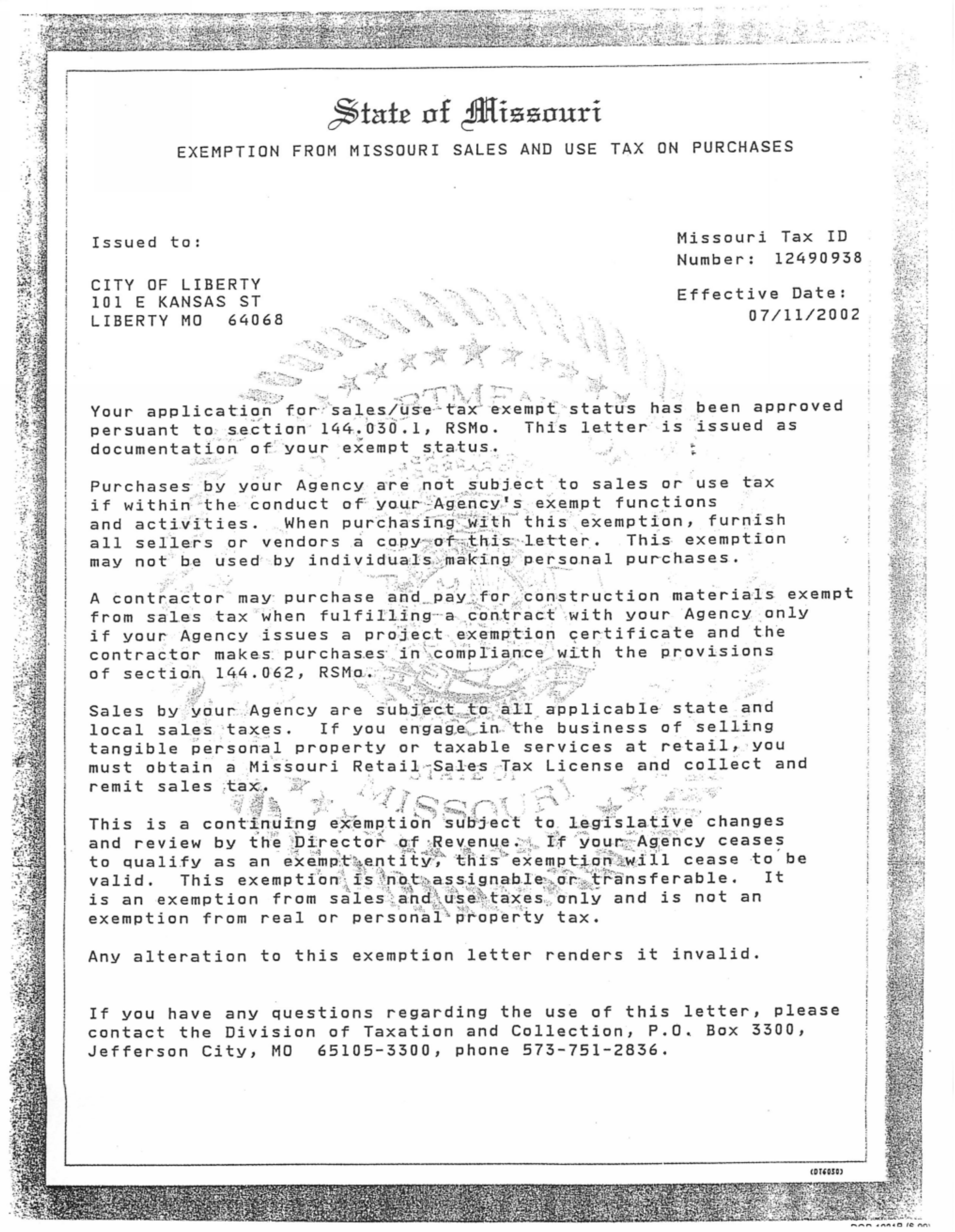
DIRECTOR OF FINANCE DATE CITY ENGINEER DATE

INSTRUCTIONS

EXEMPT ENTITY-A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Certificate Expiration Date.

CONTRACTOR/SUBCONTRACTOR- The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase on behalf of the exempt entity, all tangible personal property to be incorporated or consumed in the construction of that project and no other on a tax exempt basis. **A COPY OF EACH CERTIFICATE MUST BE RETAINED BY THE PURCHASER FOR A PERIOD OF FIVE YEARS.**

MATERIAL SUPPLIER-A completed copy of this exemption certificate along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.



State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF LIBERTY
101 E KANSAS ST
LIBERTY MO 64068

Missouri Tax ID
Number: 12490938

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved persuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

(DT6030)

PERFORMANCE AND MAINTENANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
______________________ *(seal)* Contractor's Name and Corporate Seal	______________________ *(seal)* Surety's Name and Corporate Seal
By: ______________________ Signature	**By:**______________________ Signature *(attach power of attorney)*
______________________ Print Name	______________________ Print Name
______________________ Title	______________________ Title
Attest:______________________ Signature	**Attest:**______________________ Signature
______________________ Title	______________________ Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. if the said Contractor shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Liberty for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer for the said City of Liberty, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3; otherwise to be in full force and effect.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
______________________ *(seal)* Contractor's Name and Corporate Seal	______________________ *(seal)* Surety's Name and Corporate Seal
By: ______________________ Signature	**By:** ______________________ Signature *(attach power of attorney)*
______________________ Print Name	______________________ Print Name
______________________ Title	______________________ Title
Attest: ______________________ Signature	**Attest:**______________________ Signature
______________________ Title	______________________ Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in

the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

ARTICLE 1 – GENERAL

SC 1.2.1.1 Add the following new paragraph immediately after Paragraph 1.2.1:

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

SC-1.2.8 Add the following language at the end of paragraph 1.2.8:

"Inclement weather is not considered as abnormal weather or an act of God. Extensions in Contract Time for abnormal weather shall be judged on the National Oceanic and Atmospheric Administration (NOAA) Local Climatological Data records for the area in which the project is being constructed. NOAA averages will be considered normal weather. Contractor shall be responsible for obtaining, preparing and presenting the appropriate weather data to support and substantiate Contractor's request for an extension in Contract Time for abnormal weather."

ARTICLE 2 – DESIGN BUILDER'S RESPONSIBILITIES

SC-2.10.1 Amend the first sentence of paragraph 2.10.1 by replacing the words "one year" with the words "two years".

SC-2.11 Add the following new subparagraphs immediately after Section 2.10:

The Design Builder shall be responsible for the conduct of Design Builder's employees and the employees of Subcontractors and suppliers on the Work site. The Design Builder shall take immediate steps to remedy any activity which may be construed as discriminatory or which creates a hostile Work environment. Activities covered by this provision include, but shall not be limited to, signs or language that is vulgar, profane, or racially or sexually derogatory.

SC-2.12 Add the following new Section immediately after Section 2.11:

1. **Regular working hours will be 7:00 AM to 5:00 PM**
2. **Owner's legal holidays are:**
    - **a) New Year's Day**
    - **b) Martin Luther King Jr. Day**
    - **c) President's Day**
    - **d) Memorial Day**
    - **e) Independence Day**
    - **f) Labor Day**
    - **g) Veterans' Day**
    - **h) Thanksgiving Day**
    - **i) Day after Thanksgiving**

j) Christmas Eve Day

k) Christmas Day

"No Sunday work shall be allowed."

ARTICLE 3 – OWNER'S SERVICES AND RESPONSIBILITIES

SC 3.2.1.6 Delete Paragraphs 3.2.1.6 in its entirety and insert the following:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

ARTICLE 5 – BONDS AND INSURANCE

SC-5.1.1.1 Add the following paragraph immediately after Paragraph 5.1.1:

Design Builder or may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

The limits of liability for the insurance required by Paragraph 5.1.1 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. **Workers' Compensation, and related coverages**

State:	**Statutory**
Federal, if applicable (e.g., Longshoreman's):	**Statutory**
Employer's Liability:	
Bodily injury, each accident	**$ 500,000**

2. **Design Builder's Commercial General Liability**

General Aggregate	**$ 2,000,000**
Products - Completed Operations Aggregate	**$ 2,000,000**
Personal and Advertising Injury With employment exclusion deleted	**$ 2,000,000**
Each Occurrence (Bodily Injury and Property Damage)	**$ 2,000,000**

3. **Automobile Liability:**

Combined Single Limit of	**$ 2,000,000**

4. **Excess or Umbrella Liability:**

Per Occurrence	**$ 2,000,000**
General Aggregate	**$ 2,000,000**

5. **Design Builder's Pollution Liability:**

Each Occurrence	**$ Not Applicable**
General Aggregate	**$ Not Applicable**

☒ **If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract**

6. **Additional Insureds: Owner**
7. **Design Builder's Professional Liability:**

Each Claim	**$ 2,000,000**
Annual Aggregate	**$ 2,000,000**

ARTICLE 6 – PAYMENT

SC-6.3.2 **Amend the last sentence of paragraph 6.3.2 by replacing the words "the times required by the Agreement" with the words "thirty (30) calendar days from the date on which Owner is in receipt thereof, subject to paragraph 6.3.1."**

SC-6.5.1 **Amend the first sentence by inserting the words ", subject to its right to dispute its accounts in good faith," after the words "Design-Builder will" in the first sentence.**

SC-6.6.3 **Add the following language at the end of paragraph 6.6.3:**

"For clarity, the warranty period for each portion of the Work as stated in paragraph 2.10.1 hereof shall commence upon the Owner's use thereof and in no event shall Design-Builder be liable for or any loss or damage to the Work arising in connection with the Owner's use thereof and in no event shall Design-Builder be responsible for non-conformances in the Work appearing as a result of or in connection with the Owner's use thereof."

SC 6.7.1 **Amend the first sentence of paragraph 6.7.1 by replacing the words "by the time required in the Agreement" with the words "within thirty (30) calendar days from the date on which Owner is in receipt thereof,"**

SC 6.7.2.2 **Amend paragraph 6.7.2.2 by adding the following language to the end:**

"… and those claims of which Design-Builder was not aware, acting reasonably, at the time of final payment."

ARTICLE 7 – INDEMNIFICATION

SC-7.3.1 **Amend the first sentence of paragraph 7.3.1 by adding the following language:**

"…, subject to the Design-Builder's disputing of such accounts in good faith."

SC-7.7 **Add the following new Section immediately after Section 7.6:**

7.7.1 "Notwithstanding anything in this Agreement, Design-Builder's aggregate liability for any claims, damages, injuries, losses and other liabilities of any kind, whether in contract, tort or otherwise, arising by reason of or in connection with this Agreement, or performance or non-performance of the Work, including its obligations to indemnify as set forth in this Agreement shall in no event exceed the Contract Price plus the proceeds of insurance paid out pursuant to the minimum requirements of coverage as stated herein."

ARTICLE 9 – CHANGES TO THE CONTRACT PRICE AND TIME

SC-9.4.1.4 Amend the subparagraph by inserting the words "mark-up of fifteen (15%) percent for" after the words "including a reasonable".

ARTICLE 10 – FINAL RESOLUTION OF DISPUTES

SC-10.2.4 Delete subparagraph 10.2.4 in its entirety.

SC-10.5.3 Add the following new subparagraph immediately after subparagraph 10.5.2:

"Notwithstanding any other provision hereof, liquidated damages shall be limited to an aggregated amount not exceeding 10% of the Contract Price. In no event shall Design-Builder be responsible to pay liquidated damages for delays in achieving Final Completion if such delays are attributable to anything other than Design-Builder's own negligent act or omission. Liquidated damages are not intended to be a penalty and are a genuine pre-estimate of the actual damage incurred by the Owner in connection with schedule delay and shall, without duplication, be the sole and exclusive remedy available to the Owner with respect to schedule delay."

SC-10.6 Add the following new paragraph immediately after Section 10.5

SC-10.6 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 11 – STOP WORK AND TERMINATION

SC-11.2.3 Delete the words "equipment", "tools, appliances and other items thereon" and insert the word "and" before "scaffolds"

SC-11.4.1.1 Insert the word "negligent" immediately before the words "acts or omissions".

SC-11.4.2 Insert the words "and diligently continue with the curing thereof" after the words "such problem,"

Delete the words "…may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then"

ARTICLE 13 MISCELLANEOUS (ADD THE FOLLOWING PROVISIONS)

SC 13.10 Owner is exempt from payment of sales and compensating use taxes of the State of Missouri and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Design Builder for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Design Builder, or to supplies or materials not incorporated into the Work.

SC 13.11 Design Builder, subcontractors and sub-subcontractors of all tier shall comply in all respects with the prevailing wage law as of the State of Missouri that apply to the work. The requirements of Missouri's prevailing wage law (Section 290.210 to 290.340, RSMo), prevailing wage law rules (8 CSR 30-3.010 to 8 CSR 30-3.060), Annual Wage

Order issued by the Department of Labor and Industrial Relations, and any applicable Annual Incremental Wage Increases to the Annual Wage Order are hereby incorporated into this Subcontract and shall be collectively referred to as the "Prevailing Wage Requirements." Owner shall not be responsible for assisting in providing any required documentation necessary to demonstrate compliance with the prevailing wage requirements, but Owner reserves the right to investigate any complaint and to audit the payroll records of Design Builder, subcontractors and sub-subcontractors for the purpose of verifying compliance with the prevailing wage requirements, assessing statutory penalties for any violation, and/or withholding any sums due any workmen. Owner may elect to require Design Builder to demonstrate compliance with the prevailing wage requirements by it and its subcontractors of any tier prior to tendering any payment. Design Builder shall contractually require that its subcontractors and sub-subcontractors of any tier comply with this section to the same extent as Design Builder is required to comply and shall ensure that not less than the legally required rates are paid to all workmen employed in the construction of the work.

SC- 13.12 Design Builder and each of its subcontractors and tier subcontractors of any level shall comply with RSMo. 292.675 and provide a ten-hour OSHA construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within 60 days of beginning work on such project.

SC- 13.13 Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars ($5,000.00) with a political subdivision of the State of Missouri must, as a condition to the award of any such contract, be enrolled in and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided, to the Owner (to the extent allowed by E-Verify). Accordingly, Design Builder shall require all subcontractors and tier subcontractors, of any level, to affirm enrollment in such a federal work authorization program and shall require a sworn affidavit to that effect, which affidavit shall also state that the Subcontractor and its sub-subcontractors do not knowingly employ any person who is an unauthorized alien in connection with the services to be provided to the Owner in the form required by Owner, at any point during the term of the Contract, if requested by Owner.

SC- 13.14 Design-Builder is not a licensed or authorized architect or engineer and Owner acknowledges that it is contracting with Design-Builder to merely furnish, but not to perform, design services. Owner further acknowledges that Design-Builder will subcontract all design services and such services shall be performed by licensed design professionals, duly authorized and registered to render such services in the state in which the Project is located. With this understanding, Owner waives any defense to an action by Design-Builder to enforce this Agreement which defense relates to Design-Builder's authorization to render design services in the state in which the Project is located.

SC- 13.15 Owner agrees that Owner's recovery for claims of professional errors and omissions (under contract, tort or any other theory of law) shall be limited to the amount recoverable from the design professionals retained by the Design-Builder, including

errors and omissions insurance coverage carried by the Architect and the other design professionals retained by the Design-Builder, plus the Fee paid to the Design-

Builder on the cost of those design services provided by Design-Builder. Owner shall be a third party beneficiary of the Agreement between Design-Builder and Architect or other design professionals retained by Design-Builder for purposes of recovering against Architect or those other design professionals for damages or losses of Owner caused by professional errors and omissions under this clause.

SC- 13.16 The Owner, in order to take advantage of its tax exemption, shall provide the Design-Builder with a copy of its current Tax Exemption letter and shall execute and deliver to the Design-Builder an original Project Exemption Certificate for use by Design-Builder, Contractors, subcontractors, and suppliers in the purchase of materials, equipment and other property for the Project. The sales and/or use tax saved by use of Owner's Tax Exemption will not be included in the Guaranteed Maximum Price established under this Agreement.

SC- 13.17 The Owner agrees to defend, indemnify, and hold harmless Design-Builder, Contractors, subcontractors, and suppliers against any liability for sales tax, compensating use tax, interest, penalty, and attorney's fees incurred as a result of the failure to pay sales or use tax upon the value of materials, equipment or other property purchased by Design-Builder, Contractors, subcontractors, or suppliers in accordance with the procedure set forth in this Agreement. This indemnity shall survive the acceptance of final payment by Design-Builder or other termination of the Agreement.

DBIA Contract Document **#535**

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Document No. 535
Third Edition, 2022

Washington, D.C.

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Article 1

General

1.1 Mutual Obligations.

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions.

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2022 Edition); DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2022 Edition); DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement* (2022 Edition); or DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects* (2022 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, for DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement*, the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal, and the Deviation List, if any. For DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects,* the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder.

1.2.8 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under

Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.9 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.10 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition).

1.2.11 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.12 *GMP Proposal* or *Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee With an Option for a Guaranteed Maximum* Price or with Section 2.3 of DBIA Document No. 544, *Progressive Design-Build Agreement,* or DBIA Document No. 545, *Progressive Design-Build Agreement for Water and Wastewater Projects.*

1.2.13 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.14 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.15 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.16 *Site* is the land or premises on which the Project is located.

1.2.17 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.18 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.19 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.20 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder’s Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder’s Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder’s Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder’s Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*; and (v) other items that require resolution so as not to jeopardize Design-Builder’s ability to complete the Work for the Contract Price and within the Contract Time(s). Status reports shall be submitted with Design-Builder’s draft Payment Applications as a pre-requisite to payment.

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner’s review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner’s review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.2.2 Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

2.4.1.1 Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

2.4.1.2 On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.1.3 Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

2.4.1.4 If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim Design Submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-

Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim Design Submissions and

Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's written request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness, or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.3 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth in Sections 7.4.1 and 7.4.2 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

7.6 Limited Recourse.

7.6.1 None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. The claimant shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice. The more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy; or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding dispute tribunal.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY

OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination

11.1 Owner’s Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner’s Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder’s receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner’s cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6 hereof.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the “Bankrupt Party”), such event may impair or frustrate the Bankrupt Party’s ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

11.6 Termination for Convenience.

11.6.1 Upon ten (10) days’ written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

11.6.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

11.6.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

11.6.1.3 The amount set forth in Article 8 of the Agreement.

11.6.2 If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner’s rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder’s express written consent and such third parties’ agreement to the terms of Article 4 of the Agreement.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively “Electronic Data”).

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the location of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

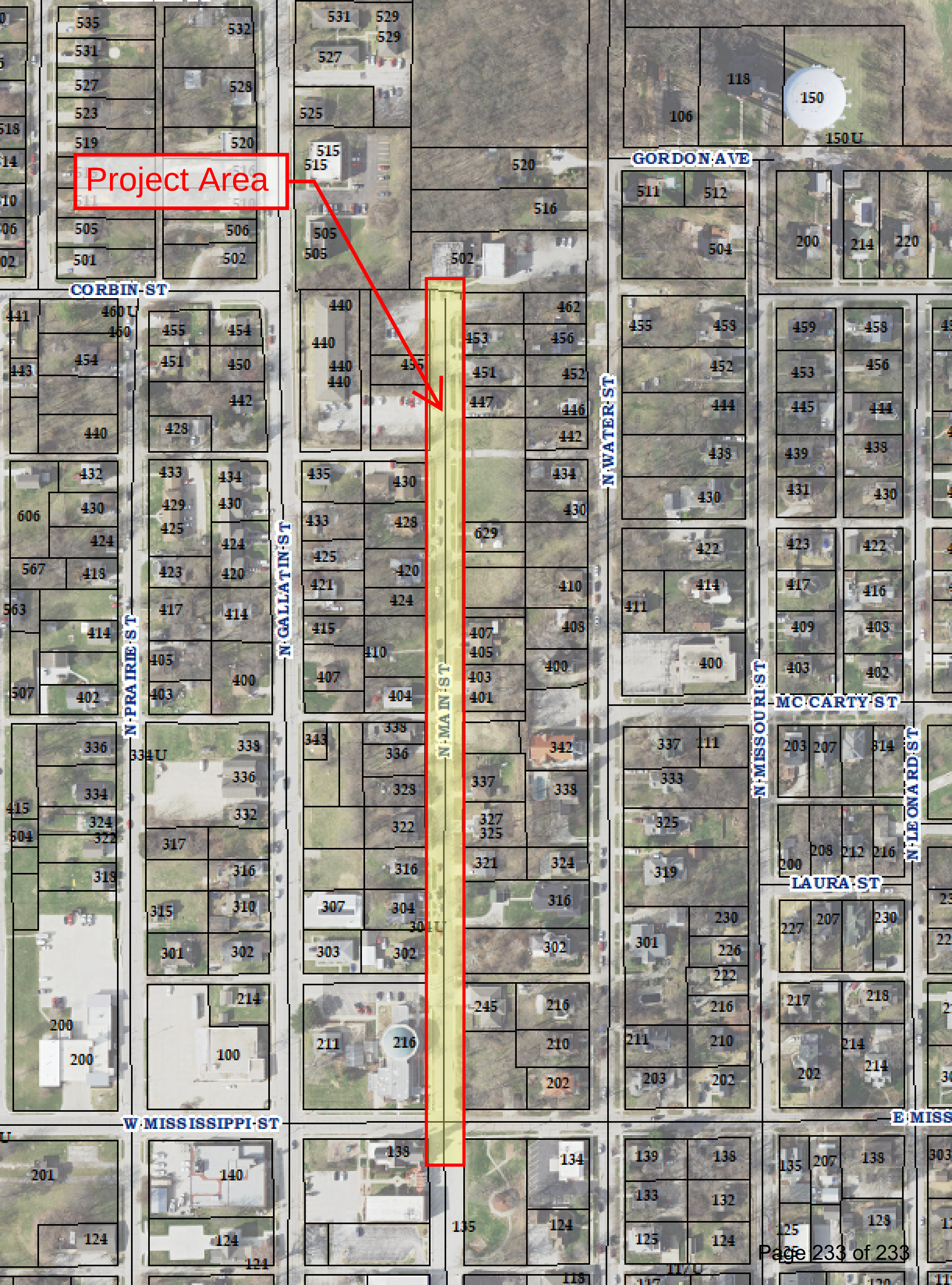
13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.


Project Area
CORBIN ST
GORDON AVE
N PRAIRIE ST
N GALLATIN ST
N MAIN ST
N WATER ST
N MISSOURI ST
N LEONARD ST
MC CARTY ST
LAURA ST
W MISSISSIPPI ST
E MISS