



Agenda

City Council Regular Session

Monday, July 14, 2025 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

- A. Council Member Jeff Watt

III. Roll Call

IV. Proclamations

V. Approve Minutes and Summaries

- A. Regular Session Minutes of May 12, 2025
- B. Special Regular Session Minutes of May 19, 2025
- C. Special Regular Session Minutes of June 2, 2025
- D. Regular Session Minutes of June 23, 2025

VI. Presentation

- A. Mid-America Regional Council Communities for All Age's Gold Level presentation

VII. Meeting Schedule

VIII. Consent Agenda

- A. Motion to approve payment to Central Power Systems for the replacement of an engine for Fire Unit 605 in an amount not to exceed \$58,380.96
- B. Regular Split Session Minutes of April 28, 2025

IX. Public Hearings

- A. Ordinance approving a plan for an industrial development project authorizing the City to issue taxable industrial revenue bonds in the maximum amount of \$175,150,000 and authorizing certain agreements and actions in connection therewith

X. Ordinances, Contracts and Resolutions

- A. Ordinance acknowledging vendor payments for the period of June 13, 2025 to July 4, 2025
- B. Ordinance approving an artwork commission and purchase agreement with KC Murals, LLC for a mural on the retaining wall on Frontage Road near the intersection of Kansas Street and Forrest Avenue in an amount not to exceed \$10,000.00

- C. Ordinance approving a mural installation agreement with Posterworx, Inc. dba The Local Print Shop KC for the mural printing and installation on the retaining wall on Frontage Road near the intersection of Kansas Street and Forrest Avenue in an amount not to exceed \$37,470.00
- D. Ordinance approving a thirty-month lease agreement for the temporary Police Department Headquarters with Robertson Properties, Inc. in an amount not to exceed \$370,800.00
- E. Ordinance amending Ordinance No. 12109 approving a change order with The Havens Construction Co., Inc. for the City of Liberty Project 25-011 N. Church Rd. & Camille St. storm sewer repair project increasing the current contract by \$94,425.00 from \$98,475.00 to \$192,900.00
- F. Ordinance approving a contract with McConnell and Associates Corp. for the construction of sidewalk improvements for Mississippi Street from Fairview Avenue to Maple Street Project No. 21-025 in an amount of \$121,315.50 with authorization for a spending amount not to exceed \$136,315.50
- G. Ordinance accepting permanent public easements for the sidewalk improvements for Mississippi Street from Fairview Avenue to Maple Street City Project No. 21-025
- H. Ordinance approving a contract with Heartland Traffic Services, Inc. for the City of Liberty 2025 Pavement Marking Project (25-015) in an amount of \$219,723.55 with authorization for a spending amount not to exceed \$241,723.55
- I. Ordinance approving an CMAQ funding agreement between the City of Liberty, Missouri and the Missouri Highways and Transportation Commission to provide funding assistance for the construction of the S. Liberty Parkway Traffic Signal Interconnect Federal Aid Project CMAQ-3392(409)

XI. Other Business

XII. Citizens' Participation

XIII. Miscellaneous Matters from City Administrator

XIV. Miscellaneous Matters from Mayor and City Council

XV. Adjournment

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

City Council Meeting

Regular Session Minutes

May 12, 2025

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on May 12, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

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

Council Members Absent: Harold Phillips, Ward I and Adam Travis, Ward II

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

Public Present: Christian Vedder, Viral Video Marketing
3 members of the public

IV. PROCLAMATIONS

A. National Police Week Proclamation - Mayor Canuteson read and presented the Proclamation to the Liberty Police Department.

V. APPROVE MINUTES AND SUMMARIES

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

- A. Resolution approving a Liberty Community Center alcoholic beverages service application for a private event to be held on June 1, 2025

Grace Oribhabor is hosting a private event to be held at the Liberty Community Center on June 1, 2025, from 2 p.m. to 4 p.m. The applicant has completed an LCC Alcoholic Beverages Service Application, requesting authorization to serve alcohol at the event. This is a small event, so a catering permit is not required. In accordance with the statute, written notice was provided to the Liberty School District (only property owner within 100 feet of the proposed location) on April 10, 2025, notifying them of the application and the meeting date that Council will consider the application. The staff have confirmed School District receipt of the notice and there are no other district events in the Community Center that day.

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

Vote: Motion passed 6-0-0
Yes: Council Members Ponder, Pozel, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3457.

- B. Resolution approving a temporary event liquor license for the Soroptimist of Liberty fundraising event at Heritage Hall on June 10, 2025

Soroptimist of Liberty has applied for a temporary liquor license to serve alcohol at the fundraising event on June 10, 2025, at 12:00 p.m. The event will be held at Heritage Hall, located at 117 W. Kansas Street.

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

Vote: Motion passed 6-0-0
Yes: Council Members Ponder, Pozel, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3458.

- C. Resolution approving a temporary event liquor license for Boy Scout Troop 376 annual fundraising event at Corbin Mill on September 13, 2025

Boy Scout Troop 376 has applied for a temporary liquor license to serve alcohol at the annual fundraising event on September 13, 2025, at 6:30 p.m. The event will be held at the Corbin Mill located at 131 S. Water Street.

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

Vote: Motion passed 6-0-0
Yes: Council Members Ponder, Pozel, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3459.

VIII. ORDINANCES, CONTRACTS AND RESOLUTIONS

- A. Ordinance acknowledging vendor payments for the period of April 18, 2025 to May 2, 2025

Document No. 9939 was read.

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

Roll Call

Vote: Motion passed 6-0-0
Yes: Council Members Ponder, Pozel, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12101.

- B. Ordinance to establish a public utility easement and abolish a certain section of alley right-of-way adjacent to Lot 2 and 3 Prairie Estate **{postponed from April 28, 2025}**

The City of Liberty has an established petition process in which public right-of-way (ROW) may be vacated. Stervinou Construction Co Inc. has followed this process to request the vacation of ROW over an existing alley spanning between N. Grover St and N. Prairie St. adjacent to Lot 2 and Lot 3 Prairie Estate and obtained signatures from property owners and utility companies. One utility has requested that the vacation of ROW be accompanied by the establishment of a public utility easement. This easement will bear the same footprint as the ROW to be vacated and has been included within the Ordinance.

City staff have publicly advertised the petition in local news publications as required per City Code.

Staff recommends the City Council accept the establishment of a public utility easement and the petition for the vacation of ROW adjacent to Lot 2 and Lot 3 Prairie Estate.

Document No. 9931 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No.12102.

C. Ordinance approving a contract with UrbanSDK for comprehensive speed, delay, and volume data for every roadway in an amount not to exceed \$21,275.00

UrbanSDK, Inc. is a Geospatial Data Analytics service which will provide data to the City of Liberty. The data will allow City Staff to identify road safety issues, analyze congestion trends and create customized reports on speed, safety and congestion. Staff will utilize this service to perform analysis of reported issues such as congestion and speeding and determine appropriate responses to those issues. Data collected will benefit staff from Public Works and potentially the Police Department. Staff have used the data in the past for transportation grant applications and will continue using it going forward.

Urban SDK will provide the City of Liberty with comprehensive speed, delay, and volume data for every roadway. This includes:

- Speed Data: A 12-month data backfill starting from the month before the contract signing, with ongoing monthly reports.
- Delay Data: A 12-month data backfill starting from the month before the contract signing, with ongoing monthly reports.
- Volume Data: Refreshed annually to reflect updated traffic conditions.
- Rules Engine: Enables customers to optimize their workflow with system automation.
- Historical Data: Any historical data supplied by Clay County will be uploaded onto the platform, ensuring continuity and a robust dataset for analysis.
- Customer Support: Live Chat & Email Support, Knowledge Base, How-To Articles and Videos, Online Training Webinars
- User Seats: 5 Administrative Seats

Document No.9940 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12103.

D. Resolution accepting the Epic Elementary public sanitary sewer main improvements

Epic Elementary is located at 650 Conistor Street and is part of the Liberty Public Schools, which needed to realign an existing public sanitary sewer main in order to allow the addition of a building to their site. The public main relocation was constructed by Newkirk Novak Construction Partners, Inc. in accordance with City plans and specifications.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3460.

IX. OTHER BUSINESS

X. CITIZENS' PARTICIPATION

Daniel Tajchman – 1028 Broadmore Lane. Mr. Tajchman wanted to let the City Council and City of Liberty staff that he loves the artwork on the square.

XI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIII. ADJOURNMENT

The meeting adjourned at 7:14 p.m.

Greg Canuteson, Mayor

Attest:

Deputy City Clerk

City Council Meeting

Special Regular Session Minutes

May 19, 2025

I. CALL TO ORDER

A special regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on May 19, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. ROLL CALL

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

Council Members Absent: Harold Phillips, Ward I and Adam Travis, Ward II

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Vicki McClure, Finance Director
Jimmy Gibbs, Parks and Recreation Assistant Director
Jim Martin, Police Chief
Chris Young, Fire Chief
Brandon Smith, Economic & Business Dev. Manager
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

Public Present: 9 members of the public

II. PROCLAMATIONS

- A. Emergency Medical Services Week Proclamation - Mayor Canuteson proclaimed May 18 – 24, 2025 as Emergency Medical Services Week.

IV. APPROVE MINUTES AND SUMMARIES

- A. Special Session Minutes of April 17, 2025

Council Member Hagan moved to approve the minutes as distributed. Council Member Graham seconded the motion, which carried 4-0-2. Council Member Travis and Council Member Watt abstained due to absence.

V. MEETING SCHEDULE

VII. CONSENT AGENDA

A. Regular Session Minutes of April 14, 2025

Council Member Watt moved to approve the minutes as distributed. Council Member Graham seconded the motion, which carried 6-0-0.

B. Boards and Commissions Reappointments

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

Council Member Watt moved to approve the reappointments. Council Member Graham seconded the motion, which carried 6-0-0.

VIII. PUBLIC HEARINGS

- A. Ordinance amending the official zoning map of the City of Liberty, MO by rezoning 11.49 acres from R-1A, "Suburban Residential District" to M-1, "Light Industrial District" for 102,600 square feet of industrial space, north of Heartland Dr., south of US 69 Hwy. (P&Z Case 25-19R&PDP)

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

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

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

Document No. 9941 was read.

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

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance as amended with stipulations. Council Member Watt seconded the motion.

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12104.

B. Resolution approving a special use permit to allow the temporary sale of fireworks from June 20, 2025 to July 4, 2025 on a 1.58-acre lot at 530 North Church Road (P&Z Case 21-SUP)

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

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

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

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

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3461.

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

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

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

1. To vary from Sec. 30-93, "Design standards, in general," to provide a single eight-foot wide sidewalk on the east side of Edgar Petty Road where Code would require five-foot sidewalks on both sides of the public street. Due to its adjacency to I-35 and an inconsistent width of Liberty public right-of-way along Edgar Petty Road, sidewalk along the west edge of this road would encroach within MoDOT right-of-way, which MoDOT would not permit.

2. To vary from Sec. 30-93, "Design standards, in general," to provide limited improvements to NE 116th Street where Code would require full improvements to the public right-of-way. Liberty City Limits generally aligns with the north edge of the pavement of NE 116th Street. In order to reduce this development's impact on the adjacent properties north of NE 116th Street and outside of City Limits, 30 feet of right-of-way will be dedicated on the subject property (to be used for future improvements) and Page 48 of 228 4 the south side of the street will be expanded to a minimum width of 24 feet. Additional changes to grades will be made at and near the intersection of Edgar Petty Road and NE 116th Street to provide safer conditions at this intersection.

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

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

Vote: Motion passed 6-0-0
Yes: Council Members Ponder, Pozel, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3462

VII. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance acknowledging vendor payments for the period of May 2, 2025 to May 9, 2025

Document No. 9942 was read.

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

Roll Call
Vote: Motion passed 6-0-0
Yes: Council Members Ponder, Pozel, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12105.

B. Resolution approving a preliminary plat for north Liberty Logistics Park, a nine-lot subdivision on 357 +/- acres at 3905 Edgar Petty Road (P&Z Case 25-18PP)

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

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

Vote: Motion passed 6-0-0
Yes: Council Members Ponder, Pozel, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3463.

- C. Resolution approving a preliminary plat for Heartland Meadows, 15th Plat, 1 Lot on 11.49 acres, located northwest of Heartland Dr., south of US 69 Hwy. (P&Z Case 25-20PP)

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

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3464.

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

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

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

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

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

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

Document No. 9943 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12106.

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

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

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

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

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

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

Document No. 9944 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12107.

- F. Ordinance to enable Liberty, Missouri to join Show Me Pace, pursuant to sections §67.2800 TO §67.2835, RSMO, the "Property Assessment Clean Energy Act," and stating the terms under which the City will conduct activities as a member of such District **{to be further postponed to June 2, 2025}**

Document No. 9945 was read.

Action: Council Member Hagan moved to postpone consider of the ordinance to June 2, 2025. Council Member Pozel seconded the motion.

Vote: Motion passed unanimously.

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

The project consists of acquiring, constructing and improving an industrial development of approximately 4,258,000 square feet, consisting of nine industrial/warehousing buildings (The development will consist of approximately nine buildings ranging from 338,000 square feet up to 587,000 square feet). The project proposes a Chapter 100 Tax Abatement for a 20-year period with a phased abatement schedule starting at 90% in year one and ending at 18% in year 20. It is anticipated that the nine buildings will be built in multiple phases and then secure tenants who may or may not apply for tax abatement separate from Northpoint Development, LLC. Northpoint Development LLC., will make a PILOT (Payment In Lieu of Taxes) payment in an amount calculated based

on square footage of the constructed buildings multiplied by a per-square foot PILOT (outlined in Plan). NorthPoint Development, LLC., will make that payment to the County as real property tax revenue and distribute it to the taxing entities. The developer will also seek sales tax exemption on construction materials as part of the Chapter 100 approval. There is no personal property tax abatement included at this time. Staff anticipates that as proposals for tenants come to the City, they will be evaluated at that time.

Document No. 9946 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12108.

- H. Ordinance approving a contracting services agreement with The Havens Construction Co., Inc. for the construction of the City of Liberty Project (25-011) N. Church Rd. & Camille St. Storm Sewer Repair Project in an amount not to exceed \$98,475.00

In early March 2025, City Public Works staff identified an area of failing 54" corrugated metal storm sewer pipe (CMP) at the intersection of N. Church Rd. and Camille St.

Since that time, a project scope was put together and advertised for bid. The project includes:

- Removal of the failing corrugated metal storm sewer pipe and replacement with reinforced concrete pipe;
- Removal and replacement of the road as necessary for construction to occur; and
- Associated traffic control and utility coordination.

The project was publicly advertised for bid and construction bids were opened on April 30, 2025. There were a total of three bidders as follows:

- Leavenworth Excavating & Equipment Co., Inc. - \$122,633.00
- The Havens Construction Co. Inc. - \$98,475.00
- Tunks Construction LLC. - \$138,210.00

City staff recommend approving an ordinance that will authorize a contracting services agreement with The Havens Construction Co. Inc. for the construction of the City of

Liberty Project (25-011) N. Church Rd. & Camille St. Storm Sewer Repair Project in an amount not to exceed \$98,475.00.

Document No. 9947 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12109.

- I. Ordinance approving a contractor services contract with OWN, Inc. for geotechnical investigation for the City Hall Police Building addition in an amount not to exceed \$25,950.00

On April 8, 2025, the Liberty City Council approved the architectural contract for the final design of the City Hall Police Building Addition.

In order to proceed with the design of the foundation for the addition, soil boring and laboratory testing investigations of the existing soils in the expansion area need to be investigated to verify that existing soil and bedrock will support the expansion. The scope involves boring 17 locations, laboratory testing soil samples, and preparing an engineering report with the findings of the exploration and recommendations for site development and foundation design.

City staff requested proposals from four geotechnical firms on the City of Liberty consultant pre-qualification list. Two firms opted out of submitting due to their current work backlog. Proposals were received from OWN, Inc. and Braun Intertech. The City selected to move forward with OWN, Inc. for a contract. The investigation and report will be completed by the end of June 2025.

City staff recommends approving an ordinance approving a contractor services contract with OWN, Inc. for the Geotechnical Investigation for the City Hall Police Building addition in an amount not to exceed \$25,950.00.

Document No. 9948 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12110.

IX. OTHER BUSINESS

X. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XI. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XII. ADJOURNMENT

The meeting adjourned at 7:31 p.m.

Mayor

Attest:

Deputy City Clerk

City Council Meeting

Special Regular Session Minutes

June 2, 2025

I. CALL TO ORDER

A special regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on June 2, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. ROLL CALL

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

Council Members Absent: Harold Phillips, Ward I

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Vicki McClure, Finance Director
Amy Blake, Human Resources Director
Tara Schmitter, Human Resources Assistant Director
Andy Noll, Utilities Director
BJ Staab, Parks and Recreation Director
Jim Martin, Police Chief
Chris Young, Fire Chief
Katherine Sharp, Planning and Development Director
John Findlay, City Engineer
Sarah Ranes, Deputy City Clerk

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

III. PROCLAMATIONS

IV. APPROVE MINUTES AND SUMMARIES

V. MEETING SCHEDULE

VI. CONSENT AGENDA

- A. Motion to approve an arcade permit for Fun Run, located at 1919 Industrial Drive, in accordance with Chapter 16, Article I – Arcades

Fun Run is an indoor play park for children that includes inflatables, slides and arcade games. The new owner of the business has applied for an Arcade Permit as they plan to have nine (9) amusement devices. These include games and a variety of 'claw' type machines. The City Code, Chapter 16 (Places of Recreation and Amusement), Article

I (Arcades) states that establishments with eight (8) or more amusement devices are required to apply for an Arcade Permit. Such a permit is issued by the Deputy City Clerk upon approval by the City Council.

The business operation is being conducted in compliance with the requirements as set out in Chapter 16, Article I, and is in accordance with the applicable zoning ordinance. A variance was granted by the City Council in 2016 to allow the Indoor Recreation and Retail sales in the M-2 zoning district for this property.

Once approved, the Arcade Permit will be automatically renewed annually in conjunction with the Business License. The City Council retains the right to revoke the permit should the Licensee be found in violation of or failure to comply with any provisions of Chapter 16, Article I – Arcades.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

B. Motion to authorize the purchase of replacement vehicles for the wastewater treatment division from Metro Ford in an amount not to exceed \$97,887.26

This City Council action is to approve the purchase of three new vehicles from Metro Ford, Inc.: a 2025 Ford Ranger for \$48,207.99, a 2025 Ford Maverick Hybrid for \$28,514.15, and a 2025 Ford Maverick for \$38,165.15 plus an administration fee of \$499.99 per vehicle (\$115,387.28 -1400before trade-in). These vehicles will be replacing the following vehicles: the 2017 F150 valued trade-in at \$14,000, the 2013 Escape valued trade-in at \$4,500, and the 2013 Suzuki Carry (mini truck), which has little value and will have to be sold/handled independently. Final cost after trade-in is \$97,887.26.

The 2017 F150 and 2013 Escape need to be replaced due to being older vehicles which are getting to the point where they will require more maintenance, become less reliable, and the trade-in value diminishes (as seen in the 2013 Escape trade-in value). Both vehicles have experienced some mechanical issues.

The plant vehicle being replaced is a 2013 Suzuki Carry which is known as a mini truck. This vehicle is typically used around the Wastewater Treatment plant. This vehicle doesn't start well in the cold and requires starting fluid to start in winter, is in overall bad shape, and is very limiting to have a vehicle that cannot drive on the street (but carries City insurance on it). Trade in value is unknown and isn't worth consideration in this action.

Three bids were obtained. Each vendor was asked to quote their best product. The winning bid by Metro Ford was selected due to more value per trade-in, a higher grade interior that is more suitable to wastewater-related work, easier cleaning to better maintain their value and will result in higher trade-in upon replacement. The 2025 Ford

Ranger has the capacity to pull trailers and perform plant tasks as needed while being more fuel efficient than the F-150 it replaces.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

C. Resolution to declare the official intent of the City of Liberty, Missouri to finance the cost of the Police Building addition to City Hall using bond financing

The City is proceeding with the final design and construction of an approximate 20,000-square-foot Police addition to City Hall and renovation of an additional 10,000-square-foot of existing City Hall for police space.

- Total project costs are estimated at \$20,000,000;
- The design costs \$1,485,232;
- Construction costs of \$16,612,000; and
- Furniture, equipment, inspection and contingency costs of \$1,902,788.

Voters approved bond financing to support the funding of the \$20M project via a 1% sales tax increase approved at the April 8, 2025, election.

General Fund/Economic Development Sales Tax Fund cash will be used to pay up-front costs as available and borrow utilizing bond debt financing as included in this resolution. The City intends to use Special Obligation Bonds as a debt financing method. IRS requirements allow for a government entity to go back 60 days from the date of a resolution of intent to reimburse itself using a tax-exempt debt financing.

The City will be borrowing money as needed to pay certain debt financing associated with the design, construction, and soft costs of an addition to Liberty City Hall, including full architectural design fees, geotechnical investigation, independent testing and inspection, construction manager at risk preconstruction and construction fees, site work, utility installations and relocations, building shell, tenant finish, building systems, furniture and equipment, rent for temporary relocation, moving costs, permits and fees, MEP commissioning, and design, supply, and construction contingencies. To provide maximum financing flexibility from 2025 through 2027, a reimbursement resolution should be passed.

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

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3465.

D. Resolution approving a temporary event liquor license for the Liberty Area Chamber of Commerce Liberty Fest event at Capitol Federal Sports Complex, 2200 E. Old State Highway 210 on July 3, 2025

The Liberty Area Chamber of Commerce has applied for a temporary liquor license to serve alcohol at Liberty Fest to be held on July 3, 2025, at the Capitol Federal Sports Complex. Because the public will have access to the event, state statute and City ordinance require a license. The necessary certificate of liability insurance and authorization letter have been provided by the applicant. The application and necessary certificate of liability insurance have been reviewed by the appropriate staff and approval is recommended.

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

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3466.

VII. PUBLIC HEARINGS

VIII. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance Acknowledging Vendor Payments for the Period of May 9, 2025 to May 23, 2025

Document No.9949 was read.

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

Roll Call

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12111.

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

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

Document No.9945 was read.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12112.

- C. Ordinance approving an agreement for service with Sargent Drilling for wellfield services in an amount not to exceed \$75,848.00

Wells need to have cleaning done periodically to maintain performance and water quality. Cleaning removes debris and sediment that restricts water flow. Regular well cleaning helps prevent the growth of bacteria and reduces the occurrence of expensive repairs.

HDR engineering performed a wellfield study that was completed in February 2025. This report provided suggestions on ways that we could improve our well field cleaning methods to maximize their effectiveness in increasing the capacity of the wells. Previously, the method used for cleaning involved using a permanent pump and motor to surge the chemicals. This traditional method worked very well when we initially began annual cleaning, but has been providing smaller increases in capacity over time. The comprehensive cleaning that was quoted will include the pull and inspection of the well pump and motor, a brushing of the casing and well screen, and delivery of the cleaning chemicals through a pressurized injection head. Results from HDR's study concluded that a delivery method that injects the chemicals under pressure saw an average increase in specific capacity of 54 percent compared to an average increase of 30 percent when using the traditional method.

Source water flow capacity from the wellfield since starting annual cleaning efforts in 2013 has resulted in an increased specific capacity of 35% overall, but the wellfield is still down 30% from the original specific capacity. Improving our cleaning efforts will

give us a more efficient and more reliable water source to continue meeting the needs of the city.

Quotes were obtained from Layne Christensen Company (\$44,560.00), Brotke Pump & Well Service (\$46,165.00) and Sargent Drilling (\$37,924.00) for the comprehensive mechanical cleaning and pump inspection. C & B Equipment Inc. was also asked to bid but did not provide a quote for mechanical cleaning. Each was required to quote the work based on the procedure and chemical quantity recommended by HDR Engineering.

Document No. 9950 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12113.

- D. Ordinance approving an artwork purchase and exhibition agreement for the acquisition of artwork, a bronze sculpture titled "Twist in Time", by James Haire in an amount not to exceed \$20,000.00 to be used for public exhibition

The City of Liberty's Arts Commission (LAC) invited artists to submit artwork for the annual Rotating Sculpture Program. Per the Public Art Selection & Acquisition Policy, LAC appointed an Art Selection Panel to select the artwork. The Panel recommended the purchase of a bronze sculpture titled "Twist in Time" with funds budgeted for public art purchase for the permanent collection from the Transient Guest Tax. This will be the first sculpture purchased this year, making this the 17th sculpture in the City's permanent collection. The sculpture selection panel is recommending that it be permanently installed in City Park. The selection panel's recommendation to purchase was accepted by the LAC at their May 8, 2025, meeting. Final approval by the City Council is required.

Document No. 9951 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12114.

E. Ordinance approving a contract with Chubb Insurance to provide general, property and casualty liability insurance coverage for the City of Liberty

It is the goal of the HR & Risk Management Department, who oversees these programs with the assistance of CBIZ, to stay abreast of national trends for these markets while continuing quality coverage and positive customer service experiences. Although Traveler's has provided excellent coverage and customer service, it is our belief that Chubb will provide the same level of services at a lower premium cost for the City. It is our fiduciary responsibility to our citizens to honor business partnerships with insurance carriers who understand the public sector. CBIZ's experience with Chubb for other organizations is positive and stable. The City's long-term business partnership with CBIZ has proven advantageous, and we will continue to trust their knowledge and experience.

For the 2024-2025 plan year, general liability, property and casualty premium costs were \$1,129,026.00. For the upcoming 2025-2026 plan year, our current carrier, Traveler's Insurance, provided an increased premium of \$1,236,541.00. In order to maintain fiscal responsibility, the City's broker, CBIZ, requested quotes from other carriers. Chubb Insurance provided a premium cost of \$1,081,640.00. This is a reduction of \$47,386.00 from our current premium and a reduction of \$154,901.00 from Traveler's proposed renewal rate.

Document No. 9952 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0
Yes: Council Members Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12115.

F. Ordinance approving a contract for professional engineering services with Great River Engineering for the sewer aerial stream crossing repair improvements in an amount not to exceed \$16,000.00

The Utilities Department has identified structural concerns with a pier that supports the sewer aerial crossing over Cates Branch Creek, located near Jefferson Park Apartments. The structure is essential for maintaining sewer infrastructure integrity and uninterrupted wastewater conveyance. Preliminary assessment indicates creek bank erosion around the pier may compromise the stability of the crossing if not addressed. Due to the nature of the structure and environmental factors associated with the creek, specialized engineering expertise is required to develop a safe and effective repair solution.

Document No. 9953 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12116.

- G. Ordinance authorizing the renewal of the agreement with Sensus, USA, Inc. for automated meter software, through Core and Main, LP in an amount not to exceed \$200,651.56

The AMI system was a step taken by the Mayor and Council in April 2019 to modernize the water meter system used in the billing of the water and sewer system. All the system meters were replaced with meters that were able to communicate with a radio system that could collect usage logged on the meter in a set time interval and that usage information is utilized in the monthly billing process for the water and sewer system. The software that is included with the AMI system also provides alerts to customers when the usage exceeds thresholds set by the customer. The software system also allows the City to view consumption in 15-minute intervals, which has proven invaluable in diagnosing consumption issues and customer complaints. The AMI system has also allowed city staff to stay current with meter reads even during inclement winter weather and that capability has led to a minimization of estimated reads that were a common source of confusion for customers.

The AMI portion of the contract had an automatic five (5) year renewal but did not include the future fees associated with the renewal. Core & Main LP has provided the additional five years of fees to continue to provide and support the AMI system. Considering the AMI system has provided significant improvements in the collection of meter data, significant improvements in customer service, and significant improvements in efficiency, the staff recommends the approval of the five-year renewal and associated fees.

Document No. 9954 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12117.

- H. Resolution approving the updated regional multi-jurisdictional natural hazard mitigation plan in order to accept current and future updates pertaining to the natural hazard mitigation plan and to continue work towards becoming a safer community

Since its beginnings in the early 1800s, the Kansas City Metropolitan Area has experienced the adverse effects of natural disasters. Historical records indicate that natural hazards, particularly floods and tornadoes, have had a profound effect on the region. Unfortunately, there is no way to prevent disasters from occurring. The impact of disasters, however, can be mitigated. Their effects can be lessened and losses reduced through the development and application of prudent hazard mitigation strategies and actions. In doing so, the Kansas City Metropolitan Area can be made to be a safer place to live, work and play.

As of November 2004, all local governments must have an approved hazard mitigation plan to be eligible to apply for and receive certain funds under this program. This FEMA program provides funds to communities to mitigate the impact of natural disasters, such as floods and tornadoes. MARC, at the request of SEMA and in partnership with the Missouri Association of Councils of Government (MACOG), has developed this Regional Multi-Hazard Mitigation Plan to assist the local governments, school districts, businesses, community groups and citizens of Cass, Clay, Jackson, Platte and Ray counties with hazard mitigation planning, implementation and evaluation. This plan addresses both the natural and technological hazards that may affect the Kansas City region, including tornadoes, floods, severe winter weather, drought, heat waves, earthquakes, dam failures, wildland fires, hazardous materials incidents, emerging infectious disease, civil discord and mass transportation accidents.

Hazard mitigation is a dynamic and ongoing process. This plan is a continuation of the mitigation planning work that was initially approved by the Council in November 2004. It provides a framework for hazard mitigation planning, both regionally and locally. This plan will be reviewed and updated at least annually to determine the effectiveness of mitigation actions; reflect changes in laws or regulations and/or

policies; re-prioritize mitigation actions, if necessary; and consider other issues affecting hazard mitigation in the Kansas City metropolitan area.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3467.

IX. OTHER BUSINESS

X. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XI. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XII. ADJOURNMENT

The meeting adjourned at 7:18 p.m.

Greg Canuteson, Mayor

Attest:

Deputy City Clerk

City Council Meeting

Regular Session Minutes

June 23, 2025

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on June 23, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

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

Council Members Absent: Harold Phillips, Ward I

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

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

IV. PROCLAMATIONS

V. APPROVE MINUTES AND SUMMARIES

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

- A. Motion to approve the purchase of key secures and medvaults from Knox in an amount not to exceed \$24,993.00

In 2016, the Fire Department outfitted all of the City's fire apparatus with the KNOX Keysecure and Medvaults, which allowed staff to track the access and use of our KNOX keys throughout the City and store and track the access to the narcotics vaults in the ambulances.

This upgrade is now required due to the current systems being at the end of their life and can no longer be repaired and the software to track, store and audit the uses is no longer supported by the company. This is a cloud-based program to track usage, update and audit wirelessly, which will allow the City to move to the new "E-Key" KNOX system (a more secure system) as soon as they are ready, while allowing us to still access the "classic" system. This will also add a new narcotics vault to the station to replace the nontrackable, metal box that currently stores the narcotics supply.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

VIII. PUBLIC HEARINGS

- A. Resolution approving a special use permit to allow the temporary sale of fireworks from June 24, 2025, to July 4, 2025, at 1120 North Church Road in Liberty, Clay County, Missouri (P&Z Case 25-27SUP)

The applicant is requesting a special use permit to allow the temporary sale of fireworks between June 24th and July 4th, 2025 within a tent at 1120 N. Church Rd., north of Industrial Dr. and south of Oakwood Ln. The proposed hours of operation are 9:00 a.m. to 9:00 p.m., June 24-26, 8:00 a.m. to 10:00 p.m., June 27-July 2, and 7:00 a.m. to 10:00 p.m., July 3-4. The site has off-street parking available to the north of the tent on both sides of the existing drive. Inventory storage will be in an onsite trailer and sanitary facilities will be provided near the parking area. Power is available to the site.

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

Michelle Farage – 1287 Mulberry Court. Ms. Farage and her husband are neighbors to this property and are concerned because they have eleven grandchildren and spend a lot of time in their back yard. Ms. Farage stated they constantly are dealing with people pulling into the lot late at night and parking and transients who have been kicked out from Wood Springs Suites. Ms. Farage stated if this application was to be approved, it would only add to the existing problems they have been dealing with.

The applicant was not in the audience.

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

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

Vote: Motion failed 0-7-0

Yes: None

No: Council Members Ponder, Pozel, Graham, Watt, Gentrup and Hagan

Abstain: None

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

- A. Ordinance acknowledging vendor payments for the period of May 23, 2025 to June 13, 2025

Document No. 9955 was read.

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

Roll Call

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12118.

- B. Resolution approving a preliminary development plan for Oak Wood North Business Park, 3 offices/commercial buildings at 1120 N. Church Rd. (P&Z Case 25-24PDP)

This application is a preliminary plan for the development of a vacant parcel of land on N. Church Road. The proposal includes 3 commercial/office buildings similar to the new construction just to the south in Oakwood Business Park. The new development is proposed adjacent to N. Church Road. There is a stream with a stream buffer that runs north-south through the middle of this property, the development does not propose to cross or infringe on this existing stream buffer. There is an existing telecommunication tower on its own lot to the south west of the proposed development that will not be changed with this application.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3468.

- C. Resolution approving a preliminary plat for Oak Wood North Business Park, 3 lots on 23.5 acres at 1120 N. Church Rd. (P&Z Case 25-25PP)

This is a proposal for three lots on 24 +/- acres. The project includes 3 buildings on 3 lots on N. Church Road for a commercial/office project. The internal street will be private.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3469.

- D. Ordinance approving an agreement for service for manhole rehabilitation for sewer trunk line with HK Solutions Group/Hydro-Klean in an amount not to exceed \$94,800.00

The City maintains a wastewater collection system that includes 3,114 manholes, many of which are aging and in need of structural rehabilitation due to infiltration, corrosion, or other environmental damage. Traditional repair methods are labor-intensive, costly, and may require extensive excavation. Made of brick and in service since 1965, the eight manholes that need repair are located in a creek area that runs through Glenaire. Manholes in creek areas are especially vulnerable to infiltration and inflow, which can overload the sewer system during heavy rains, leading to sanitary sewer overflows and backups. The backups can lead to raw sewage in the waterway, contaminating the ecosystem, harming wildlife and violating environmental regulations. HK Solutions Group offers a trenchless, structural rehabilitation method using centrifugally cast concrete pipe technology, which minimizes surface disruption and provides long-lasting operation. This technique has been successfully used in similar municipalities and is recognized for its cost-effectiveness and durability.

Document No. 9956 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12119.

- E. Ordinance amending Ordinance No. 11947 approving Amendment No. 1 with HDR Engineering, Inc. by increasing the contract amount by \$16,750.00 from \$130,000.00 for total of \$146,750.00

A contract was executed by Ordinance No. 11947 on July 22, 2024, with HDR Engineering Inc. for the design of a 24" resilient water main that would address a critical single point of failure in the water distribution system. The project would design an additional discharge pipe from the high service pumps of the water treatment plant which would add another discharge line from the high service pumps to the distribution network. The additional discharge line will provide distribution system redundancy and the ability to perform maintenance activities on the current 24" distribution water main.

As the design of the additional main progressed, it was determined that an initial assumption to bore under the adjacent open channel storm sewer would not be the best solution. Therefore, additional design activities would be required. The additional design activities needed are:

- No-rise certificate floodplain development permit
- Section 404 Nationwide Permit application
- Section 106 State Historic Preservation Office Review and Compliance form submittal
- Open-cut stream crossing design
- Additional meter vault design due to discovered downstream sanitary sewer interface.

The consultant has requested a contract amendment to include the necessary design activities. The amendment will increase the total contract price by \$16,750.00 for a new total amount not to exceed \$146,750.00 and increase the time to complete the project by 100 days. The new end date for the time extension will be July 29, 2025.

Document No. 9957 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12120.

- F. Ordinance approving a contract with Corrective Asphalt Materials (CAM), LLC for 2025 Street Maintenance using Reclamite Rejuvenator in an amount of

\$12,800.00 with a requested 10% contingency authorization for up to a total of \$14,080.00

The City's Capital Improvement Plan includes a Street Restoration Program in order to project expenditures necessary for streets in need of restoration. In the spirit of exploring new and cost-effective pavement maintenance products and techniques as an alternative to traditional mill and 1.5' asphalt overlay, Corrective Asphalt Materials (CAM), LLC introduced City staff to a patented pavement preservation product called Reclamite Petroleum Maltene-Based Rejuvenating Agent. According to the National Center for Pavement Preservation, "a true asphalt rejuvenator is a maltene-based petroleum product which has the ability to absorb or penetrate into an asphaltic concrete pavement and restore those reactive components (maltenes) that have been lost from the asphalt cement binder due to the natural process of oxidation."

Reclamite has been used for more than 50 years and is proven to add 5–7 years of service life to pavements. It penetrates, rejuvenates and seals the surface by replenishing the lost maltene fraction in the asphalt binder. Maltene is necessary to make the surface durable and flexible. Reclamite fluxes with the asphalt binder, restoring the aggregate/asphalt bond.

The application is a spray of the oil-like rejuvenator material on the existing asphalt surface, and then a light sanding is applied to the surface. After 24 hours of the application, the City Street Sweeper sweeps the excess sand from the street. Since the material does not permanently adhere to pavement markings, the pavement does not typically require re-striping. The number of applications in a pavement's lifecycle is 2-3 in 5-year intervals.

Reclamite is a "top-of-the-curve" application applied to newer pavement (less than six years old in northern climates, less than ten years old in southern climates) that shows minimal signs of surface deterioration. Advantages of its use include:

- Delays the application of surface course seals like chip seals and micro surfacing, as well as delays surface milling and repaving.
- Helps local government and public works departments manage costs and reduce the burden on taxpayers.
- Improves driver safety by preventing potholes.

City staff identified S. Leonard Street from Mill Street to M-291 Highway as a suitable street as a candidate for a trial section of the product to determine if it is a cost-effective tool to add to the City's pavement rehabilitation toolbox. S. Leonard Street was last paved in 2022.

The cost for the Reclamite Rejuvenator for that section of roadway is \$12,800.00, which equates to approximately \$1.28/SY per application. Traditional 1.5' mill and asphalt overlay are approximately \$10/SY. Reclamite treatments can extend pavement life by at least 5–7 years beyond the typical life of a traditional mill and overlay. Traditional 1.5' mill and overlay can extend pavement life by approximately 15–20 years.

The City has not used Reclamite Maltene-Based Rejuvenator in the past. As this product and the method of application are a patented technology, there was no public advertisement or bidding for this scope of work and its usage is being pursued as a

sole source contract. Attached to this action is documentation provided by Corrective Asphalt Materials identifying themselves as a sole source applicator for the product.

City staff seeks authorization for funding of a construction contract with Corrective Asphalt Materials in the amount of \$12,800.00 with additional funding authorization of \$1,280.00 for a total requested authorization amount of \$14,080.00. The amount requested for approval includes both the contract amount (\$12,800.00) and the addition of an approximate 10% contingency. Contingency is requested for the following reason:

- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in the total bid price.

The 2025 Street Restoration Project base budget was established at \$2,400,000.00 for 2025 during CIP development. This includes \$800,000.00 from Transportation Sales Tax and \$1,600,000.00 from Capital Sales Tax. This work will be funded under the 2025 Street Maintenance budget utilizing sales tax funds. The Citizen Sales Tax Oversight Committee ruled that the project meets voter intent.

Document No. 9958 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12121.

- G. Ordinance approving an STBG Funding Agreement between the City of Liberty, Missouri and the Missouri Highways and Transportation Commission to provide funding assistance for the construction of the Richfield Rd. Bridge over Rush Creek Federal Aid Project STBG-3392(411)

The Richfield Road Bridge crosses Rush Creek approximately 1.3 miles east of its intersection with Route H (East Mill Street).

The existing 58-foot-long bridge consists of two structure types, both of which consist of two spans. The westbound portion of the bridge is a 100-year-old two-span concrete arch bridge. The eastbound portion is a two-span steel stringer bridge.

According to the 2021 bridge inspection report, the Richfield Road bridge deck condition rating is 6 (good), while the structure condition rating is 2 (poor). The bridge

is currently posted to 5-ton load limits. Bridge ratings are on a scale of 0 to 9, with 0 being critical and requiring closure, and up to 9 being new.

In 2023, the City executed a contract with Veenstra & Kimm for the design of a bridge replacement. Since that time, the City has applied for funds through the Federal Surface Transportation Block Grant Program (STBG) for the following improvement:

- Construction funding the replacement of Richfield Rd. Bridge over Rush Creek.

The City has been awarded \$1,800,000 for the construction of the project. The grant funds, which have been awarded, will be available as reimbursement for construction costs and require coordination and an agreement with the Missouri Department of Transportation (MoDOT). The awarded grant provides up to \$1,800,000. MoDOT requires an ordinance from the Local Public Agency (LPA) authorizing the City to enter into a funding agreement. The Missouri Highways and Transportation Commission STBG Agreement is attached for review and signature.

Future Council actions will be required to obligate funding for the acquisition of ROW with a final dollar amount being determined after MoDOT ROW acquisition and negotiation authorization has been granted and to award a construction contract.

A future Citizen Sales Tax Oversight Committee (CSTOC) action will be required for local project costs.

Document No. 9959 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12122.

- H. Ordinance amending Ordinance No. 11861 approving Amendment No. 1 with Veenstra & Kimm, Inc by increasing the contract amount by \$52,940.00 from \$99,995.00 for a total of \$152,935.00

City of Liberty project 23-019 was approved by the City Council on December 18, 2023, through Ordinance No. 11861. The project included full design of a replacement for the Richfield Rd. bridge which crosses Rush Creek approximately 1.3 miles east of its intersection with Route H (East Mill Street).

Since that time, Veenstra & Kimm has developed ROW-level plans for the City and the City has applied for and been awarded Federal Surface Transportation Block Grant (STBG) funding in the amount of \$1,800,000 for the bridge's construction. This report requests the Council to amend the original design contract with Veenstra & Kimm by accepting Amendment No. 1, which increases the contract by \$52,940 from \$99,995 to \$152,935 and includes:

- Project Management;
- Surveying;
- Consideration for Response to Missouri Department of Transportation review;
- Environmental Tasks associated with STBG funding and
- Public Outreach Activities associated with STBG funding

All of which are outlined in the Amendment document and deemed necessary for the completion of the project in conformity with Federal guidelines.
Document No. 9960 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12123.

I. Resolution amending Task Order No. 7 with HDR Engineering, Inc.

The proposed Whitehorse residential development requires full street improvements to Birmingham Road, extending from Ruth Ewing Road to Lauren Street. In support of this effort, and to address the existing at-grade railroad crossing located approximately 400 feet south of Holt Drive, the City initiated a concept study and cost estimate with HDR, Inc. under on-call contract Task Order #7 for a concept study for a sweeping realignment of approximately 2,250 feet of Birmingham Road. The conceptual design facilitates the future construction of a railroad flyover bridge approximately 420 feet northeast of the current at-grade crossing. The scope also included grant planning efforts to identify potential grant funding opportunities for the project. Task Order #7 with HDR Engineering was originally approved on November 14, 2022, for the amount of \$90,210.00.

The first supplemental amendment by HDR increased the contract amount by \$19,920 to \$110,130, added Environmental Services and Utility Review, and was originally approved on January 23, 2023. On September 23, 2024, City Council approved a reimbursement agreement with Union Pacific Railroad (UPRR) for reimbursement to UPRR's consultant for their review of the proposed flyover concept.

However, due to factors such as topography, width of the existing railroad right of way, and railroad safety requirements, estimates for the long bridge spans required became cost-prohibitive. City staff then requested that an alternative be explored to make the removal of the railroad crossing more cost-effective.

HDR provided a Task Order #7 Supplement No. 2 price proposal to study an alternative flyover bridge option that follows the current alignment of Birmingham Road to determine if it may be more feasible. Also included in this supplement are grant writing services for upcoming federal grant opportunities, particularly the federal Railroad Crossing Elimination (RCE) Program.

Supplement No. 2 includes the following Scope of Work additions:

- Grant Writing Services: Pre-NEPA environmental readiness, public and stakeholder involvement, initial project review, data collection, benefit-cost analysis (BCA) report, RCE grant application content preparation, and public support advocacy (75% of scope and fees)
- Alternative In-Line Alignment Concept Plan and Estimate: Develop conceptual plans, preliminary construction limits, and estimated construction costs for an inline vertical grade separation alignment of Birmingham Road over the railroad. Identify issues that may impact the alternative. (25% of scope and fees)

This second supplement amends Task Order No. 7 by increasing the cost by \$125,090, bringing the total not-to-exceed amount to \$235,220. Funding will be through budgeted City Capital Sales Tax funds.

In the long term, project funding for the construction of this project is planned through a combination of sources, including:

- Developer contributions as defined in the approved development agreement,
- Support from Canadian Pacific Railroad,
- Budgeted City Capital and Transportation Sales Tax Funds, and
- Federal Grant Programs.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3470.

J. Resolution accepting the 2024 Pavement Markings Project with Heartland Traffic Services, Inc.

The 2024 Pavement Marking Project was awarded to Heartland Traffic Services, Inc. on October 14, 2024 by Ordinance No. 11986.

The project provided marking improvements to locations with faded street markings. The roadways that were treated as part of the project were as follows:

- Birmingham Rd. from S. Withers to South Liberty Parkway
- Flintlock Flyover from Liberty Dr. to South Liberty Parkway
- Kings Hwy from Liberty Dr. to S. Stewart Rd
- S. La Frenz Rd. from Ruth Ewing Rd. to Richfield Rd.
- N. Church Rd. from City Limits to Oakwood Ln.
- Ruth Ewing Rd. from S. La Frenz to Birmingham Rd.
- Sunset Ave. and Forest Ln. from S. Ridge Ave to S. Fairview Ave.
- Buckingham Dr. from S. Withers to Old Withers Rd.
- The intersection of Kansas St. & Conistor St.
- Claywoods Pkwy.

The products used consisted of water-based paint and MMA, depending on site location and usage. All contract work has been completed by Heartland Traffic Services, Inc. in accordance with City standards, specifications and contract requirements. This action accepts the 2024 Pavement Markings Project.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3471.

X. OTHER BUSINESS

XI. CITIZENS' PARTICIPATION

Daniel Tajchman – 1028 Broadmore Lane. Mr. Tajchman told the City Council that he attended HDLI's 20-Year Birthday Block Party and how it was so enjoyable. Mr. Tajchman personally enjoyed the "bubble" guy. Mr. Tajchman said there are tons of great things happening in Liberty and he hopes it continues on for years to come.

Mary Howard – 719 Joseph Street. Ms. Howard stated she has a neighbor who enjoys setting off fireworks extensively and she and her family fear for their safety and the safety of their home. Ms. Howard asked the City Council to revisit the City ordinances in regards to fireworks.

Theresa Byrd – 431 E. Franklin Street. Ms. Byrd told the City Council she attended a meeting on June 12, 2025 at Garrison School to discuss street lights, sidewalks and signage. Ms. Byrd stated this was such a wonderful meeting to attend.

XII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIV. ADJOURNMENT

The meeting adjourned at 8:02 p.m.

Attest:

Mayor

Deputy City Clerk



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 14, 2025
A/R No.: 2025-223

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Motion to approve payment to Central Power Systems for the replacement of an engine for Fire Unit 605 in an amount not to exceed \$58,380.96

Summary:

Engine replacement of unit 605- ladder truck.

Background:

Unit 605 was taken to Central Power Systems for multiple engine leaks and error codes. We were informed that the unit had a bad crankshaft and that it would need a completely new long-block engine. Unit 605 is our only ladder truck and repairs were needed quickly to get the unit back into service. Funds will come from the department's maintenance fund. Repairs completed.

Previous Action (if applicable):

None

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: 100-57009-301-000000	Amount: \$58,380.96
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. R110018000

CENTRAL

POWER SYSTEMS & SERVICES

9200 Liberty Drive
Liberty, MO 64068
P: (816) 781-8070
F:

BILL TO
LIBERTY FIRE DEPARTMENT - 11166
200 MISSISSIPPI
LIBERTY MO 64068
P: (816) 439-4310
F: (816) 439-4319

DELIVER TO
LIBERTY FIRE DEPARTMENT - 11166
200 WEST MISSISSIPPI
LIBERTY MO 64068
P: (816) 518-0372
F: (816) 439-4319

SERVICE ORDER: R110018000

DATE ARRIVED		DATE INVOICE		SALES TYPE		ADVISOR		TERMS		CUSTOMER REFERENCE	
4/9/2025 8:25:00AM				SDR		Wickwire		NET30			
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #		ENGINE HOURS		IN SERVICE	Component Serial #	ODOMETER	
2012	PIERCE	PIERCE	4P1CV01D8CA013049	605		0		8/14/2012	471914S0138117	54455	

Sold Operations

JOB #1 00-01 INITIAL ASSESSMENT

COMPLAINT INITIAL ASSESSMENT - OIL LEAK
NEAR REAR MAIN SEAL

CAUSE FOUND REAR MAIN SEAL, HEAD GASKET, CRANKCASE GASKET, INJECTOR HARNESSSES, TURBO, BREATHER, P/S PUMP, AIR COMPRESSOR AND FUEL PUMP LEAKING OIL, ALL CLASS 3. BAD.

CORRECTION INSPECTED UNIT. FOUND AIR LEAK AT GOVENOR. NEEDS TIGHTENED. ENGINE COVERED IN OIL. STEAM CLEANED ENGINE. LET UNIT SIT AND DRY. RAN UNIT TO TEMP. FOUND REAR MAIN SEAL, HEAD GASKET, CAMSHAFT FRAME GASKET, INJECTOR HARNESSSES, CRANKCASE BREATHER, POWER STEERING PUMP AND AIR COMPRESSOR ALL LEAKING OIL BADLY, CLASS 3 LEAKS. OIL IS BLACK AND VERY DIRTY. UNIT NEEDS ALOT OF GASKETS REPLACED. VERIFIED RESULTS.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 00-01	INITIAL ASSESSMENT		270.00
1	DIAG	TECHNOLOGY FEE	75.00	75.00

Prepay: \$0.00 Parts: \$0.00 Labor: \$270.00 Misc: \$75.00 Sublet: \$0.00 \$345.00

JOB #2 02-00 ENGINE

COMPLAINT CRANKSHAFT OIL SEAL (REAR) - R+R - REPLACE REAR MAIN SEAL
CAUSE LEAKING OIL

CORRECTION PULLED UNIT INTO SHOP AREA BIG ENOUGH TO FIT. LIFTED LADDER. SET SIDE SUPPORTS. LIFTED CAB. REMOVED DRIVESHAFT COVERS, EXHAUST, BRACKETS, HARNESSSES, CONVERTER BOLTS AND COOLER LINES. ENGINE MOUNTING BRACKETS ARE SEIZED. TOOK QUITE A BIT OF TIME TO REMOVE. GOT LEFT MOUNTING BRACKET OFF. SUPPORTED ENGINE. REMOVED BELL HOUSING BOLTS, FLEX PLATES AND FLEX WHEEL. FOUND DAMAGED TO FLYWHEEL AND CRANK DUE TO MISSING DOW PIN. BOTH PARTS HEAVILY SCORED. FLYWHEEL AND CRANKSHAFT WILL NEED TO BE REPLACED. RECOMMEND ENGINE SWING AT THIS POINT. VERIFIED RESULTS.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR MTU00001797	CRANKSHAFT OIL SEAL (REAR) - R+R		2,700.00

Prepay: \$0.00 Parts: \$0.00 Labor: \$2,700.00 Misc: \$0.00 Sublet: \$0.00 \$2,700.00

Sold Operations (Cont.)

JOB #9 02-00 ENGINE

COMPLAINT 3/4 ENGINE ASSEMBLY R/R - REPLACE ENGINE 3/4 BLOCK
 CAUSE CRANKSHAFT DAMAGED
 CORRECTION UNDRESSED ENGINE. REMOVED STATER, A/C SYSTEM AND HOSES. DRAINED OIL. PULLED FUEL MODULE AND MCM. REMOVED BRACKETS, FAN, HOSES, OIL PAN, MOUNTS, OIL PUMP AND HARNESSSES. USED FORKLIFT TO REMOVE ENGINE. COMPLETED REMOVED NEEDED PARTS FROM OLD ENGINE. INSTALLED PULLED PARTS TO NEW ENGINE. SWAPPED OVER ROCKERS. SET VALVE ADJUSTMENTS AND BRAKE LASH. TRANSFERRED VALVE COVER ISOLATORS, INJECTOR HARNESSSES AND AIR COMPRESSOR FROM OLD ENIGNE. WHILE REMOVING FLYWHEEL HOUSING, FOUND IT WAS CRACKED. UNIT NEEDS NEW FLYWHEEL HOUSING. INSTALLED PTO GEAR AND NEW FLYWHEEL HOUSING. INSTALLED POWER STEERING PUMP, ECM, FUEL MODULE, LINES, FAN, ALTERNATOR, A/C SYSTEM, BELTS, VALVE COVER AND HARNESSSES. ENGINE NEEDS NEW OIL FILL TUBE AS OLD IS BROKEN. HAS TO BE CUSTOM MADE. INSTALLED NEW FILL TUBE AND FLEXPLATE. INSTALLED TRANSMISSION. CONNECTED TRANSMISSION TO ENGINE. SET CALIBRATION CODES. PRIMED UNIT AND STARTED UNIT. CODING FOR LOW COOLANT. COOLANT IS FINE. UNIT CAME IN WITH THIS CODE. CODE DATES BACK TO FEBURARY OF THIS YEAR. CHECKED SENSOR. GOOD. CHECKED WIRES. FOUND MULTIPLE BREAKS AND MELTED AREAS OF WIRE. REPAIRED WHAT WE COULD FIND. UNIT IS STILL CODEING FOR LOW COOLANT. POSSIBLE IN MODULES, WE CANNOT CONNECT TO. RAN OVER LAY TO COOLANT SENSOR. NO CHANGE. INSTALLED TEST CPC. CODE STILL ACTIVE. ISSUE IS ON FIRETRUCK SIDE MODULES. NO SOFTWARE FOR THEM. COMPLETED ASSEMBLY. MASTER ARIEL SWITCH IS NOT WORKING. CHECK FUSES AND RELAYS. NO ISSUES. SWITCH IS GOING OUT. FINALLY GOT LADDER DOWN. NOTICE COOLANT COMING FROM SURGE TANK CAP. REPLACED CAP. PRESSURE TESTED COOLANT SYSTM. NO ISSUE. NO LEAKS. RAN TO TEMP. TOPPED OFF TRANSMISISON FLUID. UNIT READY. VERIFIED REPAIR.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 101-6001E	ENGINE ASSEMBLY R/R		8,235.00
1	1027	[HYDRAULIC REPAIR]	69.96	69.96
2	110A/29513725	BOLT-TORX GRADE 5	30.07	60.14
1	110A/29547907	FLEXPLATE ASSEMBLY	146.90	146.90
3	110A/29547908	FLEXPLATE	51.48	154.44
1	110A/29547909	ADAPTER-HUB	265.34	265.34
1	110A/29547910	PLATE-WEAR MTU 6R1100/1300/15	109.38	109.38
12	110A/P11505232	BOLT-HEXLOCK TYPE B M8 X 1.25	3.25	39.00
1	110D/DDE A0000151030	COVER PLATE, FLYWHEEL HOUSING	11.96	11.96
1	110D/DDE A0000701632	HPF LINE KIT	55.35	55.35
6	110D/DDE A0019904605	SCREW, EXHAUST FLANGED MANIFOL	2.63	15.78
2	110D/DDE A0019950502	CLAMP - EGR PIPE	25.22	50.44
1	110D/DDE A0029905054	MOUNTING NUT, TURBOCHARGER	4.43	4.43
12	110D/DDE A0039901800	MOUNTING BOLT, FLYWHEEL	12.35	148.20
1	110D/DDE A0079979271	SCREW-IN FITTING	11.06	11.06
1	110D/DDE A0159974946	OIL SEAL, CRANKSHAFT, REAR	51.99	51.99
1	110D/DDE A0239977145	O-RING, TOROIDAL SEALING, GEN	10.59	10.59
1	110D/DDE A0249970848	SEAL RING	21.91	21.91
2	110D/DDE A0309976645	OIL SUPPLY O-RING, AIR COMPRES	2.60	5.20
1	110D/DDE A4710140422	GASKET,OIL PAN MOUNTING	142.90	142.90
1	110D/DDE A4710150480	MOUNTING GASKET, FLYWHEEL HOUS	36.30	36.30
1	110D/DDE A4710151203	TIMNG GRCASE	823.99	823.99
1	110D/DDE A4710300705	FLYWHEEL	947.49	947.49
6	110D/DDE A4710500633	ROCKER ARM, INTAKE	63.20	379.20
1	110D/DDE A4710501231	SHAFT - ROCKER ARM, INTAKE	135.17	135.17
6	110D/DDE A4710550751	RING	4.55	27.30
1	110D/DDE A4710901255	3-2 CONV KIT	1,818.58	1,818.58
1	110D/DDE A4710960380	METAL SEAL	57.02	57.02
1	110D/DDE A4711420180	SEAL (METAL	92.69	92.69

CENTRAL

POWER SYSTEMS & SERVICES

SERVICE ORDER: R110018000

ESTIMATE: 17599069

Sold Operations (Cont.)

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	110D/DDE A4711420280	SEAL (METAL	92.69	92.69
1	110D/DDE A4711420680	GASKET, EXHAUST FLANGED MANIFO	19.17	19.17
1	110D/DDE A4711506533	HARNESS	553.61	553.61
1	110D/DDE A4711508233	WIRING HARNESS - ELECTRONIC IN	122.99	122.99
1	110D/DDE A4711508333	WIRING HARNESS - ELECTRONIC IN	122.99	122.99
1	110D/DDE A4711802420	O/PRSS LINE	72.09	72.09
1	110D/DDE A4711802720	TUBE - OIL DRAIN, TURBOCHARGER	32.18	32.18
1	110D/DDE A4711808751	MANIFOLD - OIL SUCTION	124.99	124.99
1	110D/DDE A4712030680	GASKET - WATER MANIFOLD	24.06	24.06
1	110D/DDE A4712030780	GASKET - WATER MANIFOLD	25.47	25.47
1	110D/DDE A4712031180	GASKET - OUTLET, WATER	5.51	5.51
1	110D/DDE A4712301229	GEAR, IDLER 4	1,660.86	1,660.86
1	110D/DDE A4720150280	SEAL - COVER, FLYWHEEL HOUSING	2.60	2.60
1	110D/DDE A4720180044	CONNECTING FLANGE	113.29	113.29
1	110D/DDE A4720180780	GASKET, CRANKCASE BREATHER	7.61	7.61
6	110D/DDE A4720503734	OUTLET ROCKER ARM	270.36	1,622.16
6	110D/DDE A4720980080	MOUNTING SEAL, INTAKE MANIFOLD	7.55	45.30
1	110D/DDE A4720980180	SEAL - INLET ELBOW, INTAKE MAN	3.90	3.90
1	110D/DDE A4721420580	GASKET	87.54	87.54
1	110D/DDE A4721420880	SEAL	3.46	3.46
1	110D/DDE A4721870880	O-RING, OIL SUCTION LINE	8.61	8.61
1	110D/DDE A4721870980	O-RING, OIL PRESSURE LINE	8.16	8.16
2	110D/DDE A4721881480	GASKET - OIL MANIFOLD	13.50	27.00
4	110D/DDE A4729900000	SCREW, M12 X 95	1.81	7.24
1	110D/DDE A4729970353	LINE/TUBE/HOSE - EGR COOLER	16.85	16.85
2	110D/DDE A4729971745	O-RING, ENGINE BRAKE SOLENOID,	0.34	0.68
2	110D/DDE A4729971845	O-RING, ENGINE BRAKE SOLENOID,	0.34	0.68
1	110D/DDE A5411870080	GASKET TURBOCHARGER OIL RETURN	7.74	7.74
1	110D/DDE EA4700902150	HIGH PRESSURE FUEL PUMP DD13	1,844.33	1,844.33
0	110D/DDE EA4700902150-CORE	HIGH PRESSURE FUEL PUMP DD13 C	350.00	0.00
1	110D/DDE EA4710500831	RKR SHFT	257.49	257.49
0	110D/DDE EA4710500831-CORE	RKR SHFT CORE CHG	50.00	0.00
6	110D/DDE EA4710500834	OUTLET ROCKER ARM	73.38	440.28
1	110D/DDE EA4720108262	BREATHER ASSEMBLY - CRANKCASE	373.36	373.36
0	110D/DDE EA4720108262-CORE	BREATHER ASSEMBLY - CRANKCASE	80.00	0.00
8	110D/DDE N000000001067	SEALING RING, M10	0.35	2.80
4	110D/DDE N000000001068	SEALING RING - GENERAL PURPOSE	0.79	3.16
6	110D/DDE N000000001069	SEALING RING, M14	0.54	3.24
6	110D/DDE N000000001070	SEALING RING, M16	0.65	3.90
1	110D/DDE R23539389	ENG 3Q DD13 EPA10 471903/911/9	29,528.80	29,528.80
0	110D/DDE R23539389-CORE	ENG 3Q DD13 EPA10 471903/911/9	8,500.00	0.00
12	110D/MBL 103139	COOLANT,PERMAZONE 50/50 PR-D/S	9.05	108.60
3	110D/PH 1220 6B BLU100	NYLON 12 TUBING	0.83	2.49
1	110D/TCX T130158342AB2	CLAMP-EXHAUST 5 INCH SPHERICAL	19.50	19.50
10	110D/TYC DCT110HIR	TIE STRAP	0.71	7.10
1	110M/23520380	LEVEL SENSOR FOR COOLAN	62.28	62.28
1	110W/TEC-1362-6	Union 3/8Tube	4.03	4.03
1	110X/10MJ-10FJX-90	ELBOW	11.13	11.13
1	110X/153-7987	WASHER	16.00	16.00
10	110X/15E2E1	TRANSYND TES 668 GALLON	40.07	360.62
11	110X/257004990	CHEVRON DELO 400 15W40 XLE	14.95	164.45
1	110X/465.4916	Steering Pump Gasket	10.02	10.02
1	110X/AT173610	PIERCE RADIATOR SURGE TANK CAP	41.80	41.80
1	110X/CC-625-055	PIGTAIL	23.45	23.45

CENTRAL

POWER SYSTEMS & SERVICES

SERVICE ORDER: R110018000

ESTIMATE: 17599069

Sold Operations (Cont.)

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
2	110X/QL1362-4	"Comp DOT AB Un. Conn 1/4""Tu	8.50	17.00
2	110X/QL1362-6	"Comp DOT AB Un. Conn 3/8""Tu	10.05	20.10
1	110X/WIX WA10116	AIR FILTER	297.89	297.89
	LABOR 342-6055A	HARNESS, ELECTRICAL, REPAIR		675.00
	LABOR ATD342-6415A	R&R TRANSMISSION		1,890.00
	C	APC #14461748 FOR -1229 AND -3634		
	SERIAL	S/N:471903R1109575		

Prepay: \$0.00 Parts: \$44,066.00 Labor: \$10,800.00 Misc: \$0.00 Sublet: \$69.96 \$54,935.96

JOB #10 00-02 ON-SITE MOBILE SERVICE

COMPLAINT ON-SITE MOBILE SERVICE - UNIT WILL NOT START.

200 WEST MISSISSIPPI, LIBERTY, MO. 64068

CAUSE FUEL FITTING BROKEN

CORRECTION DROVE TO 200 WEST MISSISSIPPI, LIBERTY, MO. MET WITH CUSTOMER. FOUND UNIT. UNIT HAS FUEL LEAK. LIFTED LADDER AND CAB. FOUND FRAME HIT FUEL FITTING, WHICH PINCH AND CRACKED FITTING. DROVE AND GOT PART. RETURNED AND REPLACED FITTING. PRIMED UNIT. RAN REGEN TO GET AIR OUT OF SYSTEM. PASSED, NO ISSUES. VERIFIED REPAIR. DROVE BACK TO SHOP.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 00-02	ON-SITE MOBILE SERVICE REPAIR		0.00
	LABOR 1	TRAVEL TIME		0.00
24	MILE	MILEAGE	0.00	0.00

Prepay: \$0.00 Parts: \$0.00 Labor: \$0.00 Misc: \$0.00 Sublet: \$0.00 \$0.00

Sold Operations Totals

Prepay: \$0.00 Parts: \$44,066.00 Labor: \$13,770.00 Misc: \$75.00 Sublet: \$69. \$57,980.96

DISCLAIMER:

Except as may be expressly covered under applicable manufacturer(s) parts/product warranty, Central Power Systems & Services (CPS&S) liability arising out of service, repairs, or workmanship shall not exceed the cost of the original repair or service. Further, under no circumstances shall CPS&S be liable for incidental, consequential or other economic loss damages to customer. This includes but may not be limited to loss of use of equipment or vehicle, down time, inconvenience, cargo damage, overtime or any other costs or expenses resulting from services, repairs or workmanship.

Estimate may vary up to 10% and may be subject to full teardown and inspection; estimate remains valid for 30 days from date created.

I, the undersigned, authorize you to perform the repairs and furnish necessary materials. I understand that costs verbally quoted are an estimate only and are not binding. CPS&S employees and representatives may operate my vehicle for inspecting, testing and pickup or delivery at my risk. CPS&S will not be held responsible for loss, damage or articles left inside.

Please be advised that Central Power has no intention of changing our depository bank now or in the future and will not be responsible for funds remitted in error to a fraudulent bank account. If you receive a request to change remittance information, please contact Shelly Vaughn at 816-792-9119 or shelly.v Vaughn@cpower.com.

	ESTIMATED	BILLED
LABOR		\$13,770.00
PARTS		\$44,066.00
MISC		\$75.00
SUBLET		\$69.96
PREPAY		\$0.00
SUBTOTAL		\$57,980.96

SHOP SUPPLIES \$400.00

TAX \$0.00

TOTAL \$58,380.96

Please Remit Payment to:

Central Power Systems & Services
P.O. Box 877625
Kansas City, MO 64187-7625

AUTHORIZED BY _____ DATE _____

City Council Meeting

Regular Split Session Minutes

April 28, 2025

I. **1ST SESSION**

II. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on April 28, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

III. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Kevin Graham, who then led the pledge of allegiance.

IV. ROLL CALL

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

Council Members Absent: None

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Vicki McClure, Finance Director
Andy Noll, Utilities Director
BJ Staab, Parks and Recreation Director
Jim Martin, Police Chief
Jason Whitteck, Fire Division Chief
Brandon Smith, Economic & Business Dev. Manager
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

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

V. APPROVE MINUTES AND SUMMARIES

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

VIII. PUBLIC HEARINGS

- A. Ordinance amending the official zoning map of the City of Liberty, Missouri by rezoning 255 acres south of Seven Hills Road at Southview Road and south 291 Highway to PD "planned development" district for Strata Underground (P&Z Case 25-02R&PDP)

This is an application to rezone approximately 255 acres to PD "Planned Development" from A "Agriculture" to allow the use of the property for underground commercial totaling 4,000,000 square feet. The existing use of the property as an aggregate mine has developed the underground in a manner that allows this type of underground commercial development. The proposed zoning is PD "Planned Development" which allows, "any land use if such use or uses can be shown to provide an orderly relation and function to other uses in the development and to existing land uses, as well as with regard to the comprehensive plan of the City of Liberty. The permitted use or uses of property located in the planned development shall be determined at the time the PD zoning district and preliminary development plan is approved, and development within that PD district shall be limited to those uses specifically requested as part of the application and approved by the planning and zoning commission and city council. Any addition of uses, change of plans, or increase in size or density shall require a separate application for amendment to the original approved development plan and shall follow the same process as any other development plan amendment". UDO Section 30-59.1.

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

Jeff Haney with HaneyCoKC, 12620 Flint Street, Overland Park, KS 66213. Mr. Haney is part of the development team that's working on the next stage of this property. Mr. Haney explained the property has been an aggregate mine for the past ten years and the plan was to come back and take advantage of what has been done underground and turn it into Strata Underground, LLC.

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

Document No. 9926 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12090.

B. Resolution approving a special use permit to allow a commercial use in the M-2 zoning district at 1919 Industrial Drive (PZ Case 25-13SUP)

The applicant is requesting the approval of a Special Use Permit (Section 30-25 of the Unified Development Ordinance [UDO]) to allow a commercial use in the M-2, "General Industrial District" (Section 30-69 of the UDO), which only permits non-retail business uses, in addition to general industrial activity, by right. The business of interest — Love Letters, a women's clothing boutique — has requested the Special Use Permit in order to occupy two suites (100, 200) within the building located at 1919 Industrial Drive. Suite 100, totaling 3,000 square feet, would be utilized as a general office space for the business, where they would design, house, and ship items as part of the business' online store. Suite 200, totaling 5,000 square feet, would be used as a retail space for customers, in addition to storing backstock.

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

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3454.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS FOR THE PERIOD OF APRIL 4, 2025 TO APRIL 18, 2025

Document No. 9927 was read.

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

Roll Call

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12091.

- B. Ordinance approving a guaranteed pricing agreement with TaylorMade, Co. for the purchase and installation of new rubber playground safety surfacing at Westboro/Canterbury Park playgrounds in an amount not to exceed \$73,693.18. The Parks and Recreation Department continually reviews the playground inventory within the park system, evaluating and prioritizing replacement and repair needs. During the FY2025 budget development process, the Westboro safety surfacing was identified as the highest priority to be replaced as part of the Parks operations budget.

Staff applied for a Missouri Department of Natural Resources (MODNR) Scrap Tire Surface Material Grant to help cover part of the cost of replacing the safety surface of the Westboro playgrounds. The City was notified in the Fall of 2024 that \$40,000 would be awarded and available in 2025. This is a reimbursement grant, so \$40,000 of the \$42,363.46 safety surface expense will be reimbursed by the MODNR when the project is complete. The remaining balance of \$2,363.46 was included in the 2025 Parks Operations budget.

The Liberty Parks Foundation selected the Canterbury playground for replacement of the wood fiber safety surface to match the Westboro playground. As part of this project, the Foundation will reimburse the City for the cost of the second playground to receive rubber safety surfacing in the amount of \$31,329.72.

Staff recommends the approval of an agreement with Taylormade Co. for the purchase and installation of rubber safety surfacing utilizing the Greenbush Coop pricing agreement for a combined amount of \$73,693.18 for both projects. The Liberty Parks and Recreation Foundation will reimburse the City with an amount of \$31,329.72 and MODNR will reimburse the City in the amount of \$40,000, leaving the Parks Department with \$2,363.46 in costs for the two playgrounds.

These projects will be funded through grants and the approved FY2025 park operations budget.

Document No.9928 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12092.

C. ORDINANCE APPROVING A CONTRACT WITH DONELSON CONSTRUCTION CO, LLC FOR CITY OF LIBERTY PROJECT 25-008 2025 STREET MAINTENANCE - PRESSURE PAVE IN AN AMOUNT NOT TO EXCEED \$184,332.98

The City's Capital Improvement Plan includes a Street Restoration Program in order to project expenditures necessary for streets in need of restoration. This report pertains to the 2025 Street Maintenance - Pressure Pave, otherwise known as Project 25-008.

In the months prior to bidding, City staff assessed and prioritized public streets for inclusion in the 2025 project. Assessment and prioritization were informed through:

- Pavement Condition Indexing (PCI) data,
- Volume and usage data,
- Field reports from Street Maintenance staff, and
- Known public and private utility projects planned along or adjacent to public streets.

The identified scope of work included over two dozen public streets, one of which was N. Church Rd. from Oakwood Ln. to the Southern City Limits (just south of Charles Carwash). This particular segment was selected as a viable candidate for rehabilitation using Pressure Pave. Pressure Pave is a patented Modified Aggregate Quick Set system performed by Donelson Construction Company, LLC, which can provide equivalent rehabilitation to conventional milling and overlaying at a slightly reduced cost while also inhibiting future water penetration.

The City has not used Pressure Pave in the past. As Pressure Pave and the method of application is a patented technology, there was no public advertisement or bidding for this scope of work and its usage is being pursued as a sole source contract. Documentation was provided from Donelson Construction Company, LLC, identifying themselves as a sole source product.

Donelson Construction Company, LLC has quoted the Pressure Pave services of N. Church Rd. from Oakwood Ln. to the Southern City Limits at \$184,332.98.

Staff is requesting approval of a contract with Donelson Construction Company, LLC in the amount of \$184,332.98 with additional funding authorization of \$18,437.02 for a total requested authorization amount of \$202,770.00. The amount requested for approval includes both the contract amount (\$184,332.98) and the addition of an approximate 10% contingency. Contingency is requested for the following reasons:

- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations from the total bid price.

The 2025 Street Restoration Project base budget was established at \$2,400,000.00 for 2025 during CIP development. This includes \$800,000.00 from Transportation Sales Tax and \$1,600,000.00 from Capital Sales Tax.

Staff recommends approval of a contract with Donelson Construction Co, LLC, for City of Liberty Project 25-008 2025 Street Maintenance - Pressure Pave in an amount not to exceed \$184,332.98 with additional funding authorization of \$18,437.02 for a total requested authorization amount of \$202,770.00.

Document No.9929 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12093.

- D. Ordinance to establish a public utility easement and abolish a certain section of alley right-of-way adjacent to Lot 2 and 3 Prairie Estate **{to be further postponed to May 12, 2025}**

Document No. 9931 was read.

Action: Council Member Hagan moved to postpone consideration of the ordinance to May 12, 2025. Council Member Phillips seconded the motion.

Vote: Motion passed unanimously.

- E. Resolution authorizing the filing of an application with the Missouri Division of Highway Safety for a highway safety law enforcement grant (hazardous moving vehicles)

The purpose of this resolution is to enhance roadway safety by approving the receipt and disbursement of supplemental funds from the Missouri Highway Safety and Traffic Division, to support the Liberty Police Department in the enforcement of hazardous moving violations. The following statistics were pulled from the Missouri Highway Patrol crash reporting system, years 2020-2022:

Per the FY 24-26 Triennial Highway Safety Plan, during the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

The following statistics were pulled from the Missouri Highway Patrol crash reporting system, years 2021–2023:

- Clay County Total Crashes - 14,597 - 6th in State
- City of Liberty Total Crashes - 1,884 - 31st in State
- Clay County Disabling Crashes - 316 - 7th in State
- City of Liberty Disabling Crashes - 40 - 26th in State
- Clay County Fatal Crashes - 51 - 9th in State
- City of Liberty Fatal Crashes - 5 - 18th in State
- Clay County Speed Related Crashes - 1,833 - 6th in State
- City of Liberty Speed Related Crashes - 211 - 30th in State

The City of Liberty, and Clay County, have seen a slight increase in all traffic crashes. The majority of crashes that occur in the city take place on W. Kansas St. from N. Clayview Dr. westbound to the western city limits, and on Missouri 291 Highway. The crashes on W. Kansas St. are normally slower speed crashes due to the high volume of traffic. The crashes on MO 291 Highway, though less frequent, are generally at higher speeds with a greater risk for injury.

There has been a noticeable increase in severe traffic crashes on South Liberty Parkway and US 69 Highway, and it is not uncommon to find most drivers going 20 mph over the posted limit on these two roadways.

Most traffic crashes occur between Monday and Saturday, from 7 a.m. to 9 p.m. The high volume of traffic is due to the many shopping centers, businesses and schools in the area.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3455.

F. Resolution authorizing the filing of an application with the Missouri Division of Highway Safety for a highway safety law enforcement grant (driving while intoxicated enforcement)

The purpose of this resolution is to enhance roadway safety by approving the receipt and disbursement of supplemental funds from the Missouri Highway Safety and Traffic Division, to support the Liberty Police Department in the enforcement of impaired driving.

Per the FY24-26 Triennial Highway Safety Plan, substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes. However, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly

over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

During the past three years, there have been 1,884 traffic crashes in the city limits of Liberty. Of those crashes, 92 involved alcohol or drugs.

The following statistics were pulled from the Missouri Highway Patrol crash reporting system, years 2021–2023:

Clay County Traffic Crashes - 14,597 - 6th in State
City of Liberty Traffic Crashes - 1,884 - 31st in State

Clay County Alcohol Involved Crashes - 531 - 6th in State
City of Liberty Alcohol Involved Crashes - 86 - 19th in State

Clay County Alcohol Involved Fatal Traffic Crashes - 10 - 8th in State
City of Liberty Alcohol Involved Fatal Traffic Crashes - 1 - 7th in State

Clay County Alcohol and Drug Involved Crashes - 29 - 7th in State
City of Liberty Alcohol and Drug Involved Crashes - 6 - 15th in State

Clay County Alcohol and Drug Involved Fatal Crashes - 1 - 6th in State
City of Liberty Alcohol and Drug Related Fatal Crashes - 0

In 2024, the Liberty Police Department made 91 arrests for Driving While Intoxicated. Most of these arrests occurred between 7 p.m. and 3 a.m. The funding received through this grant will be used to target impaired drivers and create safer roadways for all.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3456.

X. OTHER BUSINESS

A. Oath administered to Elected Officials

Matthew Smith, Treasurer
Terry Mills, Auditor
Cameron Brenton, Constable
David Fulk, City Clerk
Gene Gentrup, Council Member Ward Four
Jeff Watt, Council Member Ward Three
Kelley Pozel, Council Member Ward Two
Harold Phillips, Council Member Ward One
Greg Canuteson, Mayor

Deputy City Clerk Sarah Raney administered the official Oath of Offices.

XI. ADJOURNMENT OF 1ST SESSION

The meeting adjourned at 7:20 p.m.

Mayor

Attest:

Deputy City Clerk

XII. CALL TO ORDER - 2ND SESSION

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on April 28, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:21 p.m.

XIII. ROLL CALL

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

Council Members Absent: None

Staff Present: Curt Wenson, City Administrator
Sara Cooke, Assistant City Administrator
Vicki McClure, Finance Director
Andy Noll, Utilities Director
BJ Staab, Parks and Recreation Director
Jim Martin, Police Chief
Jason Whitteck, Fire Division Chief
Brandon Smith, Economic & Business Dev. Manager
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Sarah Raney, Deputy City Clerk

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

XIV. Consent Agenda

Motion to approve the purchase of a Dodge Durango pursuit vehicle from Landmark Dodge in an amount not to exceed \$41,396.00

On March 22, 2025, Liberty Police Officers engaged in a vehicle pursuit with a stolen vehicle where the driver attempted to strike a Liberty Police Officer with the vehicle. This pursuit was following Police Department Policy. During the pursuit, an officer attempted to negotiate a turn at a high rate of speed. The officer could not make the turn and the vehicle left the roadway, causing extensive damage to the axles and undercarriage. The City's insurance carrier deemed the vehicle a total loss and issued a payment to the City of \$35,911.00. The Police Department has remaining money in its vehicle budget to cover the remainder of the cost of the vehicle. The Police Department is recommending the purchase of a Dodge Durango pursuit vehicle to replace a wrecked vehicle for a total cost of \$41,396.00.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

XV. ORDINANCES, CONTRACTS AND RESOLUTIONS

- A. Ordinance approving a contract with Metro Asphalt, Inc. for City of Liberty Project 25-003 2025 street maintenance pavement restoration in an amount not to exceed \$1,486,471.60

Document No. 9932 was read.

Roll Call

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12094.

- B. Ordinance approving a contract with Inco USA, LLC for City of Liberty Project 25-002 2025 concrete flatwork replacement in an amount of \$186,085.26 with authorization for a spending amount not to exceed \$203,302.00

The City's Capital Improvement Plan includes a Street Restoration Program in order to project expenditures necessary for streets in need of restoration. This report pertains to the 2025 Concrete Flatwork Replacement Project (CFRP), otherwise known as Project 25-002.

The 2025 CFRP project includes:

- The removal and replacement of approximately 41 ADA Curb Ramps;
- The removal and replacement of approximately 5,140 square feet of concrete sidewalk;
- The removal and replacement of approximately 590 linear feet of concrete curb and gutter; and
- Mud-jacking of approximately 635 square feet of concrete sidewalk.

Locations which are included within the project are:

- Immediately adjacent to the selected streets being restored as part of the 2025 Street Maintenance Pavement Restoration Project;
- Adjacent to or serving Liberty Public Schools; and
- Along the West side of Main St. from Mississippi St. to the Garrison School.

A bid manual was put together, publicly advertised with bids opened and publicly read on April 1, 2025. The three bidders were:

- Freeman Concrete Construction, LLC. - \$464,038.00
- Inco USA, LLC. - \$186,085.26
- Southtown Glass, Inc. - \$308,640.00

Staff is requesting approval of a contract with Inco USA, LLC. in the amount of \$186,085.26 with additional funding authorization of \$37,216.74 for a total requested authorization amount of \$223,302.00. The amount requested for approval includes both the contract amount of \$186,085.26 and the addition of an approximate 20% contingency (\$37,216.74). Contingency is requested for the following reasons:

- Staff estimated and budgeted \$373,008.35 in expenditures for this project and the contingency is within this budgeted amount.
- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in the total bid price.
- It allows quick action in the event of emergency concrete repair/replacement issues that may develop over the length of the contract.

The 2025 Street Restoration Project base budget was established at \$2,400,000.00 for 2025 during CIP development. This includes \$800,000.00 from Transportation Sales Tax and \$1,600,000.00 from Capital Sales Tax.

Staff recommends approval of a contract with Inco USA, LLC. for City of Liberty Project 25-002 2025 Concrete Flatwork Replacement in an amount not to exceed \$186,085.26 with additional funding authorization of \$37,216.74 for a total requested authorization amount of \$223,302.00.

Document No. 9933 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12095.

- C. Ordinance approving a cloud services agreement with Brightly Software Inc. for access to the asset essentials enterprise software for work order and asset management in an amount not to exceed \$26,082.64

Asset Essential Enterprise Software is utilized by utility staff for tracking of work orders and asset management of utility infrastructure. The contract will allow full access to all modules of the software until December 31, 2025. At such a time, staff will have completed the transition away from Asset Essentials to Cartegraph Software. Cartegraph Software was selected to serve as the work order and asset management software for all City departments in 2024 as part of a City-wide selection of financial and asset management software. Access to Asset Essential Enterprise Software is necessary to ensure the complete migration to the new software platform and that no records are lost during the transition.

Document No. 9934 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12096.

- D. Ordinance amending Ordinance No. 11976 approving an agreement with architect Hoefer Welker, LLC to authorize Phase 2 of the City Hall Police and MEP Design Project (#PW-24-020) by increasing the current agreement amount by \$1,485,232.00 from \$215,900.00 to \$1,701,132.00

On September 23, 2024, City Council approved an agreement for the amount of \$215,900.00 with Hoefer Welker, LLC for Phase 1 of a two-phase Architectural, Structural, MEP (Mechanical, Electrical, Plumbing which includes HVAC), Fire Protection, Landscape, and Civil design services required to develop concept plans for a proposed addition to City Hall. City staff worked with Hoefer Welker architects to define the project scopes for each of the two phases of the design process with the original intent to expand City Hall within the limits of City property without encroaching onto the Missouri Street right-of-way.

Original design costs in the agreement were estimated in the fall of 2024 based upon the expansion of the existing 10,000-square-foot police space by approximately 12,000 square feet to 22,000 square feet:

Phase 1 (2024): \$215,900.00
Phase 2 (2025): \$803,120.00
Grand Total: \$1,019,020.00

Phase 1 scope included pre-design services such as site survey, existing building and systems assessment, cost range estimate, community engagement, 50% schematic conceptual design, and a detailed cost estimate. This phase was completed in December 2024.

Through the design charette process in Phase 1, stakeholders realized that the project size and scope will need to increase in order to meet current needs, and future needs for up to 30 years. The ultimate design chosen expands south into the existing greenspace between City Hall and the County Justice Center, as well as expanding into Missouri Street. As a result, Missouri Street will be closed from Kansas Street to Mill Street and Leonard Street will likely be converted from one-way to two-way traffic. The concept chosen addresses key concerns including:

- Provide the department with 32,000 square feet of flexible space to meet current and future department needs.
- Provide dedicated space for the different divisions within the police department while also improving work flow efficiency.
- Provide dedicated areas that provide for private conversations with members of the public.
- Provide additional and modern space for collection and storage of evidence.
- Provide a welcoming appearance for the public and police department staff, have a compatible exterior appearance with the existing city hall, provide better security for officers and public, as well as a multi-use public space that can bring people together in the heart of downtown Liberty.

The existing Police facility is approximately 10,000 square feet, and the chosen expansion would add another 22,000 square feet for an approximate total of 32,000 square feet that would complement the style of the existing City Hall.

Since the project size and construction cost have increased, the building and site scopes have changed. The site now includes a large public plaza, a police private outdoor area, and the closure of Missouri Street involving significant utility relocations and additional site work. The building expansion has grown from approximately 22,000 square feet to 32,000 square feet and the cost has grown from \$9M to approximately \$16.4M. As a result, the pricing for Phase 2 design has increased. Hoefer Welker provided a revised fee for the Phase 2 design in the amount of \$1,485,232.00.

Phase 2 scope includes detailed final design services such as 100% schematic design development, construction documents, bidding and permitting, and construction administration. Phase 2 was contingent upon voters passing a 1% general sales tax dedicated to Public Safety to fund the final design and construction of the project. Voters passed the ballot measure approving the 1% sales tax on April 8, 2025.

Phase 1 Design (Original Sept. 2024 Design Contract Amount): \$ 215,900

Phase 2 Design (this Amendment): \$ 1,485,232

Total Design (revised Design Contract Amount): \$ 1,701,132

The final design is anticipated to be completed in 2025. Construction is anticipated to start in 2026 with completion in 2027. A contract for construction will be presented to the City Council in a separate future action. The budget for this project is \$20M.

City staff recommends approving an Ordinance amending Ordinance No. 11976 approving an agreement for City of Liberty Project PW-24-020, authorizing Phase 2 of the City Hall Police and MEP Study Project by and between the City of Liberty and Hoefer Welker, LLC, increasing the contract amount by \$1,485,232.00, from \$215,900.00, to an amount not to exceed \$1,701,132.00.

Document No. 9935 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12097.

- E. Ordinance approving a purchase agreement with Conrad Fire Equipment, Inc. for the purchase of two 2026 Pierce Saber Pumpers in an amount not to exceed \$2,056,553.78

In preparation for the proposed 2026-2027 purchases, in late 2024 the Labor Management Steering Committee assigned the proposed purchase of replacement pumper trucks to a project team. The project team was composed of six labor personnel with two management personnel assisting as needed. Currently, the Department operates two front-line pumpers and one reserve pumper, all 11 years of age (12 and 13 years old at delivery). The committee reviewed several manufacturers of fire apparatus and unanimously agreed that the Pierce product was superior in every way and was the only vendor that could deliver four matching trucks with no change in price and features. Pierce also provided pricing that was comparable to the other vendors, ranging from \$900,000 to \$1.1 million. While reviewing possible uses for today and into the future, the department also focused on the available safety options. The Pierce Saber Chassis provides fire personnel with frontal impact airbags, side impact airbags, unobstructed and improved visibility via a single-piece windshield and is the only custom OEM fire truck to meet school bus FMVSS-111 standards of visibility. In addition, Pierce has several other safety options that are within this chassis specification.

The aerial truck purchased in 2012 and the previous pumpers are also from Pierce, continuing the consistency of operation throughout our fleet. Currently, based off of our data, pumper trucks should be replaced after approximately ten years. As with our suggested process that began in 2011 with the purchases of the ambulances, we will continue to utilize the same process of rotation of the vehicles on a regular basis to maintain equal mileage and use of all four pumpers, which has proven to be successful over the last 14 years. While we will continue to budget for replacements in 10 years, it is our goal and expectation that by utilizing the rotation process that we should be able to extend the use of the vehicles from ten to approximately twelve years. The replacement time will be continually monitored and adjusted based on the status of the apparatus.

Payment will be expected with the delivery of each unit, the first two apparatus arriving within 10 months of approval. It is recommended that two separate 10-year lease purchase financing be utilized; one for the two 2026 deliveries, with a maximum annual debt service of \$258,712.50, and one for the two 2027 deliveries, with a maximum annual debt service of approximately \$258,000 (depending on current interest rates), so as not to tie up capital and accrue unneeded interest.

Document No. 9936 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain:None

Approved by the Chair and inscribed in Ordinance No. 12098.

F. Ordinance approving a purchase agreement with Conrad Fire Equipment, Inc. for the purchase of two 2027 Pierce Saber Pumpers in an amount not to exceed \$2,056,553.78

In preparation for the proposed 2026-2027 purchases, in late 2024 the Labor Management Steering Committee assigned the proposed purchase of replacement pumper trucks to a project team. The project team was composed of six labor personnel with two management personnel assisting as needed. Currently, the Department operates two front-line pumpers and one reserve pumper, all 11 years of age (12 and 13 years old at delivery). The committee reviewed several manufacturers of fire apparatus and unanimously agreed that the Pierce product was superior in every way and was the only vendor that could deliver four matching trucks with no change in price and features. Pierce also provided pricing that was comparable to the other vendors, ranging from \$900,000 to \$1.1 million. While reviewing possible uses for today and into the future, the department also focused on the available safety options. The Pierce Saber Chassis provides fire personnel with frontal impact airbags, side impact airbags, unobstructed and improved visibility via a single-piece windshield and is the only custom OEM fire truck to meet school bus FMVSS-111 standards of visibility. In addition, Pierce has several other safety options that are within this chassis specification.

The aerial truck purchased in 2012 and the previous pumpers are also from Pierce, continuing the consistency of operation throughout our fleet. Currently, based off of our data, pumper trucks should be replaced after approximately ten years. As with our suggested process that began in 2011 with the purchases of the ambulances, we will continue to utilize the same process of rotation of the vehicles on a regular basis to maintain equal mileage and use of all four pumpers, which has proven to be successful over the last 14 years. While we will continue to budget for replacements in 10 years, it is our goal and expectation that by utilizing the rotation process that we should be able to extend the use of the vehicles from ten to approximately twelve years. The replacement time will be continually monitored and adjusted based on the status of the apparatus.

Payment will be expected with the delivery of each unit, the first two apparatus arriving within 10 months of approval. It is recommended that two separate 10-year lease purchase financing be utilized; one for the two 2026 deliveries, with a maximum annual debt service of \$258,712.50, and one for the two 2027 deliveries, with a maximum annual debt service of approximately \$258,000 (depending on current interest rates), so as not to tie up capital and accrue unneeded interest.

Document No. 9937 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12099.

- G. Ordinance of the City of Liberty, Missouri authorizing the Mayor to execute a property maintenance funding agreement with Pace Properties, Inc. and The Liberty Commons Community Improvement District for maintenance of the Liberty Commons Shopping Center

On February 9, 2015, the City entered into the Liberty Commons Tax Increment Financing Contract (the "Redevelopment Agreement") with the developer, authorizing the developer to redevelop the redevelopment area. Pursuant to the Redevelopment Agreement, the developer is obligated to construct and complete the private and public improvements, all in accordance with the requirements contained in the Redevelopment Agreement. The private project improvements consist of the demolition of the majority of an existing shopping center and construction of a new commercial inline shopping center and approximately five pad sites which include a hotel. The public project improvements consist of various street improvements and signalization in and around the redevelopment area. The private project improvements and the public project improvements are referred to herein collectively as the "Project." The Project consists of 335,000 square feet of redeveloped improvements; 235,000 square feet of commercial inline space, a 64,000-square-foot hotel and about 36,000 square feet of pad sites.

Since 2015, the developer has neglected to keep up with the maintenance and needed improvements of the Liberty Commons Shopping District. The approval of this ordinance will allow the CID Board to approve any necessary future ongoing maintenance projects and any improvement projects.

The list of the improvements and maintenance items includes the following:

- Property curb and gutter repairs - \$137,130.00
- Sidewalk Replacement - \$1,500.00
- Concrete apron replacement - \$22,500.00

- Asphalt repairs - \$77,000.00
- Crack Seal - \$13,000.00
- Striping - \$18,850.00
- Sealcoat - \$83,860.75
- Landscaping Repairs - \$20,391.54
- Landscaping irrigation repairs - \$10,000.00
- Construction Management Fees - \$38,423.23

For a total of \$422,655.52 to be paid for or reimbursed from the CID Surplus Funds.

Document No. 9938 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12100.

XVI. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XVII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XVIII. ADJOURNMENT OF 2ND SESSION

The meeting adjourned at 7:52 p.m.

Mayor

Attest:

Deputy City Clerk



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 14, 2025
A/R No.: 2025-221

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: Ordinance approving a plan for an industrial development project authorizing the City to issue taxable industrial revenue bonds in the maximum amount of \$175,150,000 and authorizing certain agreements and actions in connection therewith

Summary:

The total cost of the project is \$175,000,000, which will consist of real property improvements and personal property for an industrial development expansion of approximately 400,000 square feet. The Project will be generally located at S. Liberty Parkway on the east side of I-35 and will contain approximately 305 acres of land. The first part of the bond process is to hold a public hearing for Industrial Development and Cost Benefit Analysis.

Background:

The Project consists of an expansion of the existing stamping plant totaling 400,000 square feet with an estimated project cost of \$175,000,000. The project proposes a Chapter 100 Tax Abatement for real and personal property for a 15-year period. It is anticipated that the expansion will be built in one phase. It is anticipated that the Company will not make any payments in lieu of tax during construction or for years 1-10 after project completion for real or personal property comprising the Project. It is anticipated that the Company will make payments in lieu of taxes for years 11-15 for real and personal property comprising the project at a rate of 50% of the taxes that would be due were it not for the City's ownership of the Project in accordance with this plan. The land underlying the Project, as well as a prior project and personal property associated therewith (collectively, the "2011 Project"), will continue to be subject to abatement under existing contracts between the City and the Company until the end of tax year 2027, in accordance with the 2011 Plan. During such a time, the Company will make payments in lieu of tax with respect to the 2011 Project in accordance with such existing contracts and the 2011 Plan. Starting in tax year 2028, the Company will be required to make payments in lieu of tax with respect to the real property components of the 2011 Project at a rate equal to 100% and the personal property components of the 2011 Project will return to the tax rolls. The City approved other expansions in 2018 and the Company will make payments in lieu of taxes with respect to the real and personal property included in such phases in accordance with existing contracts and the expansion plans approved in 2018. Prior to approving bond documents, the City Council must hold a public hearing and consider the Plan for Industrial Development and Cost Benefit Analysis pertaining to the development.

Previous Action (if applicable):

Approved the original development in December 2011 for a 449,000 sq. ft facility for a total of \$260M on 305 acres of land. Ford expanded again in 2018 with a 40,000 sq-ft expansion totaling \$5.83M and another expansion in 2018 with the addition of 50,000

sq ft for an additional stamping area, 25,000 sq ft for metal repair and a 280,000 sq ft area for materials planning and logistics area.

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ord authorizing Ford Plan and Bonds
2. Plan v2 (2)
3. Performance Agreement Supp v1 (1)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AUTHORIZING THE CITY TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS IN THE MAXIMUM AMOUNT OF \$175,150,000 AND AUTHORIZING CERTAIN AGREEMENTS AND ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Liberty, Missouri, a special charter city and political subdivision of the State of Missouri (the "City"), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended ("RSMo," collectively, the "Act"), to purchase, construct, extend, improve and equip certain projects (as defined in Section 100.010 RSMo and as described in Article VI, Section 27(b) of the Missouri Constitution) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, pursuant to the Act and a Trust Indenture dated as of December 15, 2011 (the "Original Indenture") between the City and UMB Bank, N.A. (the "Trustee"), the City issued its Taxable Industrial Revenue Bonds (Ford Motor Company Project), Series 2011, in the maximum principal amount of \$260,000,000, on December 21, 2011, for the purpose of constructing, improving purchasing, equipping and installing an approximately 449,000 square foot automotive stamping manufacturing facility on approximately 305 acres of land generally located at South Liberty Parkway on the east side of Interstate 35 in the City (the "Project Site"), including such land and the associated buildings, structures, fixtures and equipment (the "Project Improvements," with the Project Site and the Project Improvements together being the "Project"); and

WHEREAS, the City has leased the Project to Ford Motor Company, a Delaware corporation (the "Company") pursuant to a Lease Agreement dated as of December 15, 2011 (the "Original Lease"); and

WHEREAS, pursuant to the Act and a First Supplemental Trust Indenture dated as of December 1, 2018 between the City and the Trustee (the "First Supplemental Indenture") the City issued its Taxable Industrial Revenue Bonds (Ford Motor Company Expansion Project), Series 2018A (the "Series 2018A Bonds"), in the maximum principal amount of \$5,835,000, for the purpose of acquiring, constructing, improving, equipping and installing an approximately 40,000 square foot building on the Project Site to contain the insourcing of parts sequencing for the F-Series pickup truck (the "Series 2018A Project Improvements") to expand the Project according to the needs of the Company; and

ORDINANCE NO. _____(CONT.)

WHEREAS, pursuant to the Act and a Second Supplemental Trust Indenture dated as of December 15, 2018 between the City and the Trustee (the “Second Supplemental Indenture”) the City issued its Taxable Industrial Revenue Bonds (Ford Motor Company Expansion Project), Series 2018B (the “Series 2018B Bonds”), in the maximum principal amount of \$111,800,000, for the purpose of acquiring, constructing, improving, equipping and installing an expansion of the stamping facility situated on the Project Site consisting of additions of approximately 50,000 square feet for additional stamping area, 25,000 square feet for a damaged metal repair area, 280,000 square feet for a materials planning and logistics area, 18 truck loading docks, a 100-trailer parking lot, relocating existing onsite roads and miscellaneous related site work, including equipment related to each component of the building expansion (the “Series 2018B Project Improvements”) to expand the Project according to the needs of the Company; and

WHEREAS, the Company has determined a need for additional Project Improvements for the purpose of acquiring, constructing, improving, equipping and installing an approximately 400,000 square foot building that will support existing operations and enable additional capacity for producing body panels and other stamped parts for Ford’s Transit commercial vehicles, including related equipment (the “Series 2025 Project Improvements”) to expand the Project according to the needs of the Company; and

WHEREAS, Section 100.050 RSMo requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project for Ford Motor Company (Stamping Plant Expansion Project – 2025 Phase) dated June 23, 2025 (the “Plan”) was prepared and distributed to the taxing jurisdictions along with notice of a public hearing to held by the City; and

WHEREAS, on July 14, 2025, the public hearing on the Plan was held by the City and public comment was taken; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City approve the Plan pursuant to the Act; and

WHEREAS, the City Council hereby further finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City issue its Taxable Industrial Revenue Bonds (Ford Motor Company Expansion Project) (the “Series 2025 Bonds”) to finance the Series 2025 Project Improvements; and

WHEREAS, the City will continue to lease the Project (including the Series 2025 Project Improvements, as they are completed) to the Company; and

ORDINANCE NO. _____(CONT.)

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the issuance of the Series 2025 Bonds that the City enter into certain documents and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

SECTION I

Authorization of the Plan. The City Council hereby finds that (a) proper notice as required by the Act was given to all taxing jurisdictions regarding the Plan, and (b) it has fairly and duly considered any and all comments submitted to the City Council regarding the Plan. The City Council hereby approves the Plan.

SECTION II

Authorization of the Bonds. The City is hereby authorized to issue and sell the Series 2025 Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Series 2025 Project Improvements and to pay costs of issuing the Series 2025 Bonds. The Series 2025 Bonds shall be issued and secured pursuant to the herein authorized Third Supplemental Trust Indenture (the "Third Supplemental Indenture," together with the Original Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture") and shall have such terms, provisions, covenants and agreements as are set forth therein.

SECTION III

Limitation on Liability. The Series 2025 Bonds and the interest thereon shall be limited and special revenue obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Original Lease, as amended by the First Supplemental Lease Agreement dated as of December 1, 2018, the Second Supplemental Lease Agreement dated as of December 15, 2018 and the Third Supplemental Lease Agreement authorized herein (collectively, the "Lease") and not from any other fund or source of the City. Such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Series 2025 Bonds as provided in the Indenture. The Series 2025 Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri (the "State"), and neither the City nor the State shall be liable thereon. The Series 2025 Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

ORDINANCE NO. _____(CONT.)

SECTION IV

Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms on file with the City Clerk, with such changes therein as are approved by the officials of the City executing the documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

- (a) Third Supplemental Trust Indenture between the City and the Trustee;
- (b) Third Supplemental Lease Agreement between the City and the Company;
- (c) Bond Purchase Agreement between the City and the Company; and
- (d) Third Supplemental Performance Agreement between the City and the Company.

SECTION V

Execution of Documents. The Mayor is hereby authorized to execute the Series 2025 Bonds and to deliver the Series 2025 Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The Deputy City Clerk is hereby authorized to attest to and affix the seal of the City to the Series 2025 Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION VI

Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Series 2025 Bonds and the City Documents. The Mayor is hereby authorized, throughout the term of the Lease, to execute all documents on behalf of the City (including documents pertaining to the transfer of property or interests therein) as may be required to carry out and comply with the intent of this Ordinance, the Indenture and the Lease.

ORDINANCE NO. _____(CONT.)

SECTION VII

Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VIII

Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

[remainder of page intentionally left blank]

ORDINANCE NO. _____(CONT.)

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

GREG CANUTESON, MAYOR

[SEAL]

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

BEFORE THE

CITY COUNCIL

OF

CITY OF LIBERTY, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

FOR

**FORD MOTOR COMPANY
(STAMPING PLANT EXPANSION PROJECT – 2025 PHASE)**

Dated: July __, 2025

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR
FORD MOTOR COMPANY
(STAMPING PLANT EXPANSION PROJECT – 2025 PHASE)**

TO: CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI

Ford Motor Company, a Delaware corporation (the “Company”) has proposed this plan for an industrial development project as described herein to the City of Liberty, Missouri (the “City”), for approval, to be carried out pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, Sections 100.010 to 100.200, inclusive, of the Missouri Revised Statutes, as amended, and in support of said application submits the following:

1. **Description of the Project.** The Project consists of acquiring, constructing, improving, equipping and installing an expansion of the Company’s existing stamping plant facilities situated on approximately 305 acres generally located at South Liberty Parkway on the East side of Interstate 35 in the City, such expansion consisting of an approximately 400,000 square foot building with equipment that will support existing operations and enable additional capacity for producing body panels and other stamped parts for Ford’s Transit commercial vehicles (the “Project”). The Project will not involve the acquisition of land, as it will be located on property owned by the City and subject to tax abatement pursuant to a plan for an industrial development project approved by the City Council on December 19, 2011 (the “2011 Plan”).
2. **Estimate of the Cost of the Project.** The total cost of the Project is estimated to be \$175,000,000, consisting of approximately \$150,000,000 in real property improvements and \$25,000,000 in personal property.
3. **Source of Funds to be Expended for the Project.** The source of funds to be expended for the Project will be the proceeds of \$175,150,000 estimated aggregate principal amount of taxable industrial revenue bonds (the “Bonds”) to be issued by the City for the Project and to pay costs of issuance of the Bonds.
4. **Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City.** The Project will be leased (with an option to purchase) to the Company. The lease payments collectively will equal the principal and interest on the Bonds plus certain payments in lieu of taxes. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City.
5. **General Information Concerning the Company.** The Company is a Delaware corporation. The principal business of the Company is automobile manufacturing.
6. **Bond Purchase Arrangements.** It is expected that the Company or an affiliate will purchase the Bonds of the City in the estimated aggregate principal amount of \$175,150,000.
7. **Affected Taxing Jurisdictions.** The Liberty School District, the Junior College District of Metropolitan Kansas City, Missouri, the City and Clay County, Missouri will be affected by the Project. No ambulance district board operating under chapter 190 or fire

protection district board operating under chapter 321 is affected by the Project. Other taxing jurisdictions affected by the Project are set out in the Cost Benefit Analysis attached hereto.

8. **Equalized Assessed Valuation.** The most recent equalized assessed valuation of the real property improvements to be included in the Project is \$-0- and the most recent equalized assessed valuation of the personal property to be included in the Project is \$-0-. The estimated total equalized assessed valuation after construction and equipping of the Project for real property to be included in the Project is \$48,704,000 and for personal property to be included in the Project is \$6,808,986.
9. **Cost Benefit Analysis.** Attached hereto as **Exhibit A** is the Cost Benefit Analysis on each affected taxing jurisdiction, which assumes a maximum total period of 15 years of tax abatement after completion of the Project. The Cost Benefit Analysis assumes the following abatement schedule:

Real and Personal Property:

Years 1-10	100% abatement
Years 11-15	50% abatement

The personal property portion of the Project is assumed to be depreciated as shown in the accompanying spreadsheets. The 2024 tax levy rates were utilized for all jurisdictions.

10. **Payments in Lieu of Taxes.** It is anticipated that the Company will not make any payments in lieu of tax during construction or for years 1-10 after project completion for real or personal property comprising the Project. It is anticipated that the Company will make payments in lieu of taxes for years 11-15 for real and personal property comprising the Project at a rate of 50% of the taxes that would be due were it not for the City's ownership of the Project in accordance with this plan. The land underlying the Project, as well as a prior project and personal property associated therewith (collectively, the "2011 Project"), will continue to be subject to abatement under existing contracts between the City and the Company until the end of tax year 2027, in accordance with the 2011 Plan. During such time, the Company will make payments in lieu of tax with respect to the 2011 Project in accordance with such existing contracts and the 2011 Plan. Starting in tax year 2028, the Company will be required to make payments in lieu of tax with respect to the real property components of the 2011 Project at a rate equal to 100% and the personal property components of the 2011 Project will return to the tax rolls. The City approved other expansions in 2018 and the Company will make payments in lieu of taxes with respect to the real and personal property included in such phases in accordance with existing contracts and the expansion plans approved in 2018.
11. **Sales and Use Tax Exemption on Construction Materials.** Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that \$75,000,000 in purchases will be subject to the exemption and that the taxes applied will be those of the local taxing jurisdictions. Please note that

any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

	Tax Rate	Estimated Sales and/or Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	\$3,168,750
City of Liberty		
General revenue	1.000	750,000
Transportation	0.500	375,000
Capital Improvement	0.500	375,000
Parks	0.250	187,500
Fire protection	0.250	187,500
Economic development	0.375	281,250
Public safety	0.500	375,000
Clay County		
General revenue	0.750	562,500
Public Safety	0.125	93,750
Children's Service	0.250	187,500
Zoological District	0.125	93,750
Total	8.850%	\$6,637,500

12. **Manufacturing Equipment.** The Company anticipates that all or a substantial portion of the equipment purchased as part of the Project will be exempt from sales and use tax under the provisions of Section 144.030 of the Missouri Revised Statutes, as amended, due to its status as manufacturing equipment.

* * *

EXHIBIT A
COST BENEFIT ANALYSIS

**City of Liberty, Missouri
(Ford Motor Company Expansion)**

COST-BENEFIT ANALYSIS



Table of Contents

Project Assumptions	1
Summary of Cost-Benefit Analysis (Real and Personal Property)	2
Projected Tax Revenues Without Abatement (Real Property Improvements)	3
Projected PILOT Amount (Real Property Improvements)	4
Projected Tax Abatement (Real Property Improvements)	5
Projected Tax Revenues Without Abatement (Personal Property)	6
Projected PILOT Amount (Personal Property)	7
Projected Tax Abatement (Personal Property)	8

This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a “municipal advisor” as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

w Initial year taxes assessed			2025
w Appraised value of real property improvements	2024	\$	2,000,000
	2025		108,000,000
	2026		40,000,000
w Assessed value as a percentage of appraised value (real)			32.0%
w Assessed value as a percentage of appraised value (personal)			33.33%
w Appraised value of project equipment	3-Year	\$	12,500,000
	5-Year	\$	2,500,000
	7-Year	\$	10,000,000
w Biennial growth rate of appraised value of real property			2.0%
w Terms of abatement:			
	Real Property Improvements and Project Equipment		
	Years 2025-2035		100%
	Years 2036-2040		50%

w The project equipment is depreciated using the following 3-, 5- and 7- year recovery period schedule:

Year	Recovery Period in Years					
	3	5	7	10	15	20
0	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
1	75.00%	85.00%	89.29%	92.50%	95.00%	96.25%
2	37.50%	59.50%	70.16%	78.62%	85.50%	89.03%
3	12.50%	41.65%	55.13%	66.83%	76.95%	82.35%
4	5.00%	24.99%	42.88%	56.81%	69.25%	76.18%
5	5.00%	10.00%	30.63%	48.07%	62.32%	70.46%
6	5.00%	10.00%	18.38%	39.33%	56.09%	65.18%
7	5.00%	10.00%	10.00%	30.59%	50.19%	60.29%
8	5.00%	10.00%	10.00%	21.85%	44.29%	55.77%
9	5.00%	10.00%	10.00%	15.00%	38.38%	51.31%
10	5.00%	10.00%	10.00%	15.00%	32.48%	46.85%
11	5.00%	10.00%	10.00%	15.00%	26.57%	42.38%
12	5.00%	10.00%	10.00%	15.00%	20.67%	37.92%
13	5.00%	10.00%	10.00%	15.00%	15.00%	33.46%
14	5.00%	10.00%	10.00%	15.00%	15.00%	29.00%
15	5.00%	10.00%	10.00%	15.00%	15.00%	24.54%
16	5.00%	10.00%	10.00%	15.00%	15.00%	20.08%
17	5.00%	10.00%	10.00%	15.00%	15.00%	20.00%

**Summary of Cost-Benefit Analysis
(Real and Personal Property)**

Taxing Jurisdiction	Tax Rate	Tax Revenue for Real and Personal Property Without Abatement	Revenue Generated from PILOT Payments	Value of Abatement
Clay County	0.0200	\$ 156,719	\$ 27,309	\$ 129,411
Clay County Road and Bridge	0.0658	515,606	89,846	425,761
Clay County Senior Services	0.0403	315,789	55,027	260,762
Clay County Health Center	0.0809	633,930	110,464	523,466
Liberty Hospital District	0.0000	-	-	-
Liberty School District	5.9277	46,449,249	8,093,889	38,355,360
Mid Continent Pubic Library	0.3152	2,469,896	430,385	2,039,511
Tri-County Mental Health	0.0809	633,930	110,464	523,466
City of Liberty, Missouri	0.8526	6,680,944	1,164,170	5,516,774
Developmental Disability Board	0.0970	760,089	132,447	627,641
Metropolitan Community College	0.1806	1,415,175	246,598	1,168,578
State of Missouri	0.0300	228,000	40,494	187,505
Surtax	1.4400	10,943,981	1,943,729	9,000,252
	9.1310	\$ 71,203,307	\$ 12,444,820	\$ 58,758,487

**Projected Tax Revenues Without Abatement
(Real Property Improvements)**

Estimated Assessed Value of Real Property

Improvements	\$	640,000	\$35,200,000	\$48,704,000	\$48,704,000	\$49,678,080	\$49,678,080	\$50,671,642	\$50,671,642	\$51,685,074	\$51,685,074	\$52,718,776	\$52,718,776	\$53,773,151	\$53,773,151	\$54,848,614	\$54,848,614	
Taxing Jurisdiction	Tax Rate per \$100	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total
Clay County	0.0200	\$ 128	\$ 7,040	\$ 9,741	\$ 9,741	\$ 9,936	\$ 9,936	\$ 10,134	\$ 10,134	\$ 10,337	\$ 10,337	\$ 10,544	\$ 10,544	\$ 10,755	\$ 10,755	\$ 10,970	\$ 10,970	\$ 152,000
Clay County Road and Bridge	0.0658	421	23,162	32,047	32,047	32,688	32,688	33,342	33,342	34,009	34,009	34,689	34,689	35,383	35,383	36,090	36,090	500,079
Clay County Senior Services	0.0403	258	14,186	19,628	19,628	20,020	20,020	20,421	20,421	20,829	20,829	21,246	21,246	21,671	21,671	22,104	22,104	306,279
Clay County Health Center	0.0809	518	28,477	39,402	39,402	40,190	40,190	40,993	40,993	41,813	41,813	42,649	42,649	43,502	43,502	44,373	44,373	614,839
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	37,937	2,086,550	2,887,027	2,887,027	2,944,768	2,944,768	3,003,663	3,003,663	3,063,736	3,063,736	3,125,011	3,125,011	3,187,511	3,187,511	3,251,261	3,251,261	45,050,442
Mid Continent Pubic Library	0.3152	2,017	110,950	153,515	153,515	156,585	156,585	159,717	159,717	162,911	162,911	166,170	166,170	169,493	169,493	172,883	172,883	2,395,516
Tri-County Mental Health	0.0809	518	28,477	39,402	39,402	40,190	40,190	40,993	40,993	41,813	41,813	42,649	42,649	43,502	43,502	44,373	44,373	614,839
City of Liberty, Missouri	0.8526	5,457	300,115	415,250	415,250	423,555	423,555	432,026	432,026	440,667	440,667	449,480	449,480	458,470	458,470	467,639	467,639	6,479,749
Developmental Disability Board	0.0970	621	34,144	47,243	47,243	48,188	48,188	49,151	49,151	50,135	50,135	51,137	51,137	52,160	52,160	53,203	53,203	737,199
Metropolitan Community College	0.1806	1,156	63,571	87,959	87,959	89,719	89,719	91,513	91,513	93,343	93,343	95,210	95,210	97,114	97,114	99,057	99,057	1,372,558
State of Missouri	0.0300	192	10,560	14,611	14,611	14,903	14,903	15,201	15,201	15,506	15,506	15,816	15,816	16,132	16,132	16,455	16,455	228,000
Surtax	1.4400	9,216	506,880	701,338	701,338	715,364	715,364	729,672	729,672	744,265	744,265	759,150	759,150	774,333	774,333	789,820	789,820	10,943,981
	9.1310	\$ 58,438	\$ 3,214,112	\$ 4,447,162	\$ 4,447,162	\$ 4,536,106	\$ 4,536,106	\$ 4,626,828	\$ 4,626,828	\$ 4,719,364	\$ 4,719,364	\$ 4,813,751	\$ 4,813,751	\$ 4,910,026	\$ 4,910,026	\$ 5,008,227	\$ 5,008,227	\$69,395,479

		Real Property Assessed Value																	
		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040		
2025	2,000,000	640,000	640,000	652,800	652,800	665,856	665,856	679,173	679,173	692,757	692,757	706,612	706,612	720,744	720,744	735,159	735,159		
2026	108,000,000		34,560,000	35,251,200	35,251,200	35,956,224	35,956,224	36,675,348	36,675,348	37,408,855	37,408,855	38,157,033	38,157,033	38,920,173	38,920,173	39,698,577	39,698,577		
2027	40,000,000			12,800,000	12,800,000	13,056,000	13,056,000	13,317,120	13,317,120	13,583,462	13,583,462	13,855,132	13,855,132	14,132,234	14,132,234	14,414,879	14,414,879		
	150,000,000	640,000	35,200,000	48,704,000	48,704,000	49,678,080	49,678,080	50,671,642	50,671,642	51,685,074	51,685,074	52,718,776	52,718,776	53,773,151	53,773,151	54,848,614	54,848,614		

**Projected PILOT Amount
(Real Property Improvements)**

Estimated Assessed Value of Real Property																			
Improvements		\$ 640,000	\$35,200,000	\$48,704,000	\$48,704,000	\$49,678,080	\$49,678,080	\$50,671,642	\$50,671,642	\$51,685,074	\$51,685,074	\$52,718,776	\$52,718,776	\$53,773,151	\$53,773,151	\$54,848,614	\$54,848,614		
PILOT Payment		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	50%	50%	50%	50%		
Taxing Jurisdiction	Tax Rate per \$100	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total	
Clay County	0.0200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,272	\$ 5,377	\$ 5,377	\$ 5,485	\$ 5,485	\$ 26,996	
Clay County Road and Bridge	0.0658	-	-	-	-	-	-	-	-	-	-	-	17,344	17,691	17,691	18,045	18,045	88,818	
Clay County Senior Services	0.0403	-	-	-	-	-	-	-	-	-	-	-	10,623	10,835	10,835	11,052	11,052	54,397	
Clay County Health Center	0.0809	-	-	-	-	-	-	-	-	-	-	-	21,325	21,751	21,751	22,186	22,186	109,200	
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Liberty School District	5.9277	-	-	-	-	-	-	-	-	-	-	-	1,562,505	1,593,756	1,593,756	1,625,631	1,625,631	8,001,278	
Mid Continent Pubic Library	0.3152	-	-	-	-	-	-	-	-	-	-	-	83,085	84,746	84,746	86,441	86,441	425,461	
Tri-County Mental Health	0.0809	-	-	-	-	-	-	-	-	-	-	-	21,325	21,751	21,751	22,186	22,186	109,200	
City of Liberty, Missouri	0.8526	-	-	-	-	-	-	-	-	-	-	-	224,740	229,235	229,235	233,820	233,820	1,150,849	
Developmental Disability Board	0.0970	-	-	-	-	-	-	-	-	-	-	-	25,569	26,080	26,080	26,602	26,602	130,932	
Metropolitan Community College	0.1806	-	-	-	-	-	-	-	-	-	-	-	47,605	48,557	48,557	49,528	49,528	243,776	
State of Missouri	0.0300	-	-	-	-	-	-	-	-	-	-	-	7,908	8,066	8,066	8,227	8,227	40,494	
Surtax	1.4400	-	-	-	-	-	-	-	-	-	-	-	379,575	387,167	387,167	394,910	394,910	1,943,729	
	9.1310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,406,876	\$ 2,455,013	\$ 2,455,013	\$ 2,504,113	\$ 2,504,113	\$12,325,129	

**Projected Tax Abatement
(Real Property Improvements)**

Estimated Assessed Value of Real Property																		
Improvements	\$	640,000	\$35,200,000	\$48,704,000	\$48,704,000	\$49,678,080	\$49,678,080	\$50,671,642	\$50,671,642	\$51,685,074	\$51,685,074	\$52,718,776	\$52,718,776	\$53,773,151	\$53,773,151	\$54,848,614	\$54,848,614	
Abatement Percentage		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	50%	50%	50%	50%	50%	50%
Taxing Jurisdiction	Tax Rate per \$100	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total
Clay County	0.0200	\$ 128	\$ 7,040	\$ 9,741	\$ 9,741	\$ 9,936	\$ 9,936	\$ 10,134	\$ 10,134	\$ 10,337	\$ 10,337	\$ 10,544	\$ 5,272	\$ 5,377	\$ 5,377	\$ 5,485	\$ 5,485	\$ 125,004
Clay County Road and Bridge	0.0658	421	23,162	32,047	32,047	32,688	32,688	33,342	33,342	34,009	34,009	34,689	17,344	17,691	17,691	18,045	18,045	411,262
Clay County Senior Services	0.0403	258	14,186	19,628	19,628	20,020	20,020	20,421	20,421	20,829	20,829	21,246	10,623	10,835	10,835	11,052	11,052	251,882
Clay County Health Center	0.0809	518	28,477	39,402	39,402	40,190	40,190	40,993	40,993	41,813	41,813	42,649	21,325	21,751	21,751	22,186	22,186	505,639
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	37,937	2,086,550	2,887,027	2,887,027	2,944,768	2,944,768	3,003,663	3,003,663	3,063,736	3,063,736	3,125,011	1,562,505	1,593,756	1,593,756	1,625,631	1,625,631	37,049,164
Mid Continent Public Library	0.3152	2,017	110,950	153,515	153,515	156,585	156,585	159,717	159,717	162,911	162,911	166,170	83,085	84,746	84,746	86,441	86,441	1,970,055
Tri-County Mental Health	0.0809	518	28,477	39,402	39,402	40,190	40,190	40,993	40,993	41,813	41,813	42,649	21,325	21,751	21,751	22,186	22,186	505,639
City of Liberty, Missouri	0.8526	5,457	300,115	415,250	415,250	423,555	423,555	432,026	432,026	440,667	440,667	449,480	224,740	229,235	229,235	233,820	233,820	5,328,899
Developmental Disability Board	0.0970	621	34,144	47,243	47,243	48,188	48,188	49,151	49,151	50,135	50,135	51,137	25,569	26,080	26,080	26,602	26,602	606,267
Metropolitan Community College	0.1806	1,156	63,571	87,959	87,959	89,719	89,719	91,513	91,513	93,343	93,343	95,210	47,605	48,557	48,557	49,528	49,528	1,128,782
State of Missouri	0.0300	192	10,560	14,611	14,611	14,903	14,903	15,201	15,201	15,506	15,506	15,816	7,908	8,066	8,066	8,227	8,227	187,505
Surtax	1.4400	9,216	506,880	701,338	701,338	715,364	715,364	729,672	729,672	744,265	744,265	759,150	379,575	387,167	387,167	394,910	394,910	9,000,252
	9.1310	\$ 58,438	\$ 3,214,112	\$ 4,447,162	\$ 4,447,162	\$ 4,536,106	\$ 4,536,106	\$ 4,626,828	\$ 4,626,828	\$ 4,719,364	\$ 4,719,364	\$ 4,813,751	\$ 2,406,876	\$ 2,455,013	\$ 2,455,013	\$ 2,504,113	\$ 2,504,113	\$57,070,350

**Projected Tax Revenues Without Abatement
(Personal Property)**

Estimated Assessed Value of Personal Property	\$6,808,986	\$4,396,560	\$2,705,313	\$1,845,732	\$1,312,535	\$ 904,243	\$ 624,938	\$624,938	\$624,938	\$624,938	\$624,938	\$624,938	\$624,938	\$624,938	\$624,938	\$624,938	Total
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total
Clay County	0.0200	\$ 1,362	\$ 879	\$ 541	\$ 369	\$ 263	\$ 181	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 4,720
Clay County Road and Bridge	0.0658	4,480	2,893	1,780	1,214	864	595	411	411	411	411	411	411	411	411	411	15,527
Clay County Senior Services	0.0403	2,744	1,772	1,090	744	529	364	252	252	252	252	252	252	252	252	252	9,510
Clay County Health Center	0.0809	5,508	3,557	2,189	1,493	1,062	732	506	506	506	506	506	506	506	506	506	19,091
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	403,616	260,615	160,363	109,409	77,803	53,601	37,044	37,044	37,044	37,044	37,044	37,044	37,044	37,044	37,044	1,398,807
Mid Continent Pubic Library	0.3152	21,462	13,858	8,527	5,818	4,137	2,850	1,970	1,970	1,970	1,970	1,970	1,970	1,970	1,970	1,970	74,380
Tri-County Mental Health	0.0809	5,508	3,557	2,189	1,493	1,062	732	506	506	506	506	506	506	506	506	506	19,091
City of Liberty, Missouri	0.8526	58,053	37,485	23,066	15,737	11,191	7,710	5,328	5,328	5,328	5,328	5,328	5,328	5,328	5,328	5,328	201,195
Developmental Disability Board	0.0970	6,605	4,265	2,624	1,790	1,273	877	606	606	606	606	606	606	606	606	606	22,890
Metropolitan Community College	0.1806	12,297	7,940	4,886	3,333	2,370	1,633	1,129	1,129	1,129	1,129	1,129	1,129	1,129	1,129	1,129	42,618
State of Missouri	0.0300	2,043	1,319	812	554	394	271	187	187	187	187	187	187	187	187	187	7,079
	7.6910	\$ 523,679	\$ 338,139	\$ 208,066	\$ 141,955	\$ 100,947	\$ 69,545	\$ 48,064	\$ 48,064	\$ 48,064	\$ 48,064	\$ 48,064	\$ 48,064	\$ 48,064	\$ 48,064	\$ 48,064	\$1,814,907

3 Year Personal Property Assessed Value																
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
12,500,000	3,124,688	1,562,344	520,781	208,313	208,313	208,313	208,313	208,313	208,313	208,313	208,313	208,313	208,313	208,313	208,313	
12,500,000	3,124,688	1,562,344	520,781	208,313	208,313	208,313	208,313	208,313	208,313	208,313	208,313	208,313	208,313	208,313	208,313	

5 Year Personal Property Assessed Value																
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
2,500,000	708,263	495,784	347,049	208,229	83,325	83,325	83,325	83,325	83,325	83,325	83,325	83,325	83,325	83,325	83,325	
2,500,000	708,263	495,784	347,049	208,229	83,325	83,325	83,325	83,325	83,325	83,325	83,325	83,325	83,325	83,325	83,325	

7 Year Personal Property Assessed Value																
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
10,000,000	2,976,036	2,338,433	1,837,483	1,429,190	1,020,898	612,605	333,300	333,300	333,300	333,300	333,300	333,300	333,300	333,300	333,300	
10,000,000	2,976,036	2,338,433	1,837,483	1,429,190	1,020,898	612,605	333,300	333,300	333,300	333,300	333,300	333,300	333,300	333,300	333,300	

**Projected PILOT Amount
(Personal Property)**

Estimated Assessed Value of Personal Property		\$6,808,986	\$4,396,560	\$2,705,313	\$1,845,732	\$1,312,535	\$ 904,243	\$ 624,938	\$ 624,938	\$ 624,938	\$ 624,938	\$ 624,938	\$ 624,938	\$ 624,938	\$ 624,938	\$ 624,938	\$ 624,938
PILOT Payment		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	50%	50%	50%
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total
Clay County	0.0200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62	\$ 62	\$ 62	\$ 62	\$ 62	\$ 312
Clay County Road and Bridge	0.0658	-	-	-	-	-	-	-	-	-	-	206	206	206	206	206	1,028
Clay County Senior Services	0.0403	-	-	-	-	-	-	-	-	-	-	126	126	126	126	126	630
Clay County Health Center	0.0809	-	-	-	-	-	-	-	-	-	-	253	253	253	253	253	1,264
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	-	-	-	-	-	-	-	-	-	-	18,522	18,522	18,522	18,522	18,522	92,611
Mid Continent Pubic Library	0.3152	-	-	-	-	-	-	-	-	-	-	985	985	985	985	985	4,925
Tri-County Mental Health	0.0809	-	-	-	-	-	-	-	-	-	-	253	253	253	253	253	1,264
City of Liberty, Missouri	0.8526	-	-	-	-	-	-	-	-	-	-	2,664	2,664	2,664	2,664	2,664	13,321
Developmental Disability Board	0.0970	-	-	-	-	-	-	-	-	-	-	303	303	303	303	303	1,515
Metropolitan Community College	0.1806	-	-	-	-	-	-	-	-	-	-	564	564	564	564	564	2,822
State of Missouri	0.0300	-	-	-	-	-	-	-	-	-	-	94	94	94	94	94	469
	7.6910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,032	\$ 24,032	\$ 24,032	\$ 24,032	\$ 24,032	\$ 120,160

**Projected Tax Abatement
(Personal Property)**

Estimated Assessed Value of Personal Property		\$6,808,986	\$4,396,560	\$2,705,313	\$1,845,732	\$1,312,535	\$ 904,243	\$ 624,938	\$624,938	\$624,938	\$624,938	\$624,938	\$624,938	\$624,938	\$624,938	\$624,938	\$624,938
Abatement Percentage		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	50%	50%	50%	50%	50%
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total
Clay County	0.0200	\$ 1,362	\$ 879	\$ 541	\$ 369	\$ 263	\$ 181	\$ 125	\$ 125	\$ 125	\$ 125	\$ 62	\$ 62	\$ 62	\$ 62	\$ 62	\$ 4,407
Clay County Road and Bridge	0.0658	4,480	2,893	1,780	1,214	864	595	411	411	411	411	206	206	206	206	206	14,499
Clay County Senior Services	0.0403	2,744	1,772	1,090	744	529	364	252	252	252	252	126	126	126	126	126	8,880
Clay County Health Center	0.0809	5,508	3,557	2,189	1,493	1,062	732	506	506	506	506	253	253	253	253	253	17,827
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	403,616	260,615	160,363	109,409	77,803	53,601	37,044	37,044	37,044	37,044	18,522	18,522	18,522	18,522	18,522	1,306,196
Mid Continent Pubic Library	0.3152	21,462	13,858	8,527	5,818	4,137	2,850	1,970	1,970	1,970	1,970	985	985	985	985	985	69,456
Tri-County Mental Health	0.0809	5,508	3,557	2,189	1,493	1,062	732	506	506	506	506	253	253	253	253	253	17,827
City of Liberty, Missouri	0.8526	58,053	37,485	23,066	15,737	11,191	7,710	5,328	5,328	5,328	5,328	2,664	2,664	2,664	2,664	2,664	187,874
Developmental Disability Board	0.0970	6,605	4,265	2,624	1,790	1,273	877	606	606	606	606	303	303	303	303	303	21,374
Metropolitan Community College	0.1806	12,297	7,940	4,886	3,333	2,370	1,633	1,129	1,129	1,129	1,129	564	564	564	564	564	39,796
State of Missouri	0.0300	2,043	1,319	812	554	394	271	187	187	187	187	94	94	94	94	94	6,611
	7.6910	\$ 523,679	\$ 338,139	\$ 208,066	\$ 141,955	\$ 100,947	\$ 69,545	\$ 48,064	\$ 48,064	\$ 48,064	\$ 48,064	\$ 24,032	\$ 24,032	\$ 24,032	\$ 24,032	\$ 24,032	\$1,694,747

THIRD SUPPLEMENTAL PERFORMANCE AGREEMENT

Dated as of September 1, 2025

BETWEEN

THE CITY OF LIBERTY, MISSOURI

AND

FORD MOTOR COMPANY

THIRD SUPPLEMENTAL PERFORMANCE AGREEMENT

THIS THIRD SUPPLEMENTAL PERFORMANCE AGREEMENT, dated as of September 1, 2025 (this “Third Supplemental Performance Agreement”), between the **CITY OF LIBERTY, MISSOURI**, a special charter city organized and existing under the laws of the State of Missouri (the “City”), and **FORD MOTOR COMPANY**, a Delaware corporation (the “Company”).

RECITALS:

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

2. Pursuant to the Act and a Trust Indenture dated as of December 15, 2011 between the City and the Trustee, the City issued its Taxable Industrial Revenue Bonds (Ford Motor Company Project), Series 2011 (the “Series 2011 Bonds”), in the maximum principal amount of \$260,000,000, on December 21, 2011, for the purpose of constructing, improving, purchasing, equipping and installing an approximately 449,000 square foot automotive stamping manufacturing facility on approximately 305 acres of land generally located at South Liberty Parkway on the east side of Interstate 35 in the City (as described on **Exhibit A** to the Third Supplemental Lease, the “Project Site”), including such land and the associated buildings, structures, fixtures and equipment (the “Project Improvements,” with the Project Site and the Project Improvements together being the “Project”);

3. In connection with the issuance of the Series 2011 Bonds, the City and the Company entered into a Performance Agreement dated as of December 15, 2011 (the “Original Performance Agreement”);

4. The City has leased the Project to the Company;

5. Pursuant to the Act and a First Supplemental Trust Indenture dated as of December 1, 2018 between the City and the Trustee (the “First Supplemental Indenture”) the City issued its Taxable Industrial Revenue Bonds (Ford Motor Company Expansion Project), Series 2018A (the “Series 2018A Bonds”), in the maximum principal amount of \$5,835,000, for the purpose of acquiring, constructing, improving, equipping and installing an approximately 40,000 square foot building on the Project Site to contain the insourcing of parts sequencing for the F-Series pickup truck (the “Series 2018A Project Improvements”) to expand the Project according to the needs of the Company;

6. In connection with the issuance of the Series 2018A Bonds, the City and the Company entered into a First Supplemental Performance Agreement dated as of December 1, 2018 (the “First Supplemental Performance Agreement”);

7. Pursuant to the Act and a Second Supplemental Trust Indenture dated as of December 15, 2018 between the City and the Trustee (the “Second Supplemental Indenture”) the City issued its Taxable Industrial Revenue Bonds (Ford Motor Company Expansion Project), Series 2018B (the “Series 2018B

Bonds”), in the maximum principal amount of \$111,800,000, for the purpose of acquiring, constructing, improving, equipping and installing an expansion of the stamping facility situated on the Project Site consisting of additions of approximately 50,000 square feet for additional stamping area, 25,000 square feet for a damaged metal repair area, 280,000 square feet for a materials planning and logistics area, 18 truck loading docks, a 100-trailer parking lot, relocating existing onsite roads and miscellaneous related site work, including equipment related to each component of the building expansion (the “Series 2018B Project Improvements”) to expand the Project according to the needs of the Company.

8. In connection with the issuance of the Series 2018B Bonds, the City and the Company entered into a Second Supplemental Performance Agreement dated as of December 15, 2018 (the “Second Supplemental Performance Agreement”);

9. The Company has determined a need for additional Project Improvements for the purpose of acquiring, constructing, improving, equipping and installing an approximately 400,000 square foot building that will support existing operations and enable additional capacity for producing body panels and other stamped parts for Ford’s Transit commercial vehicles, including related equipment (the “Series 2025 Project Improvements”) to expand the Project according to the needs of the Company;

10. By ordinance, the City has approved a Plan for an Industrial Development Project for Ford Motor Company (Stamping Plant Expansion Project – 2025 Phase) and the issuance of \$175,150,000 (Aggregate Maximum Principal Amount) City of Liberty, Missouri Taxable Industrial Revenue Bonds (Ford Motor Company Expansion Project), Series 2025 (the “Series 2025 Bonds,” together with the Series 2011 Bonds, the Series 2018A Bonds and the Series 2018B Bonds, the “Bonds”) for the Series 2025 Project Improvements; and

11. In connection with the foregoing, the City desires to enter into this Third Supplemental Performance Agreement with the Company, in consideration of the Company’s desire to cause the purchase, construction, improvement, equipping and installation of the Series 2025 Project Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. For all purposes of this Third Supplemental Performance Agreement, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this Third Supplemental Performance Agreement shall have the following meanings set forth in this Section. Any words and terms defined herein that are not already defined in the Original Performance Agreement (as amended by the First Supplemental Performance Agreement and the Second Supplemental Performance Agreement) are intended to supplement the definitions contained therein. Any words and terms defined herein that are already defined in the Original Performance Agreement (as amended by the First Supplemental Performance Agreement and the Second Supplemental Performance Agreement) are intended to replace and supersede such definitions already contained therein. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Original Performance Agreement (as amended by the First Supplemental Performance Agreement and

the Second Supplemental Performance Agreement). Any words and terms not otherwise defined shall have the meanings given in the Indenture.

“Agreement” means the Original Performance Agreement, as from time to time amended and supplemented in accordance with the provisions thereof, including the First Supplemental Performance Agreement, the Second Supplemental Performance Agreement and this Third Supplemental Performance Agreement.

“First Supplemental Performance Agreement” means the First Supplemental Performance Agreement dated as of December 1, 2018 between the City and the Company.

“Indenture” means the Trust Indenture between the City and UMB Bank, N.A. dated as of December 15, 2011, as amended and supplemented from time to time, including by the First Supplemental Trust Indenture dated as of December 1, 2018, the Second Supplemental Trust Indenture dated as of December 15, 2018, and the Third Supplemental Trust Indenture dated as of September 1, 2025.

“Lease” means the Lease between the City and the Company dated as of December 15, 2011, as amended and supplemented from time to time, including by the First Supplemental Lease Agreement dated as of December 1, 2018, the Second Supplemental Lease Agreement dated as of December 15, 2018, and the Third Supplemental Lease Agreement dated as of September 1, 2025.

“Original Performance Agreement” means the Performance Agreement dated as of December 15, 2011, between the City and the Company.

“PILOT Payments” means the payments in lieu of taxes provided for in **Article III** of the Original Performance Agreement, as amended, including by this Third Supplemental Performance Agreement.

“Project” means the Project Site and the Project Improvements, and all additions, modifications, improvements, replacements and substitutions made to the Project with the proceeds of the Bonds pursuant to the Lease as they may at any time exist.

“Project Equipment” means that portion of the Project Improvements that remains personal property after completion of the Project Improvements.

“Project Improvements” means the Series 2011 Project Improvements, the Series 2018A Project Improvements, the Series 2018B Project Improvements, the Series 2025 Project Improvements and all other buildings, structures, improvements, equipment and fixtures located on or to be purchased, constructed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached to the Original Indenture, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease with the proceeds of the Bonds; except to the extent that any portion of the Project Improvements shall be released or purchased by the Company pursuant to the terms of the Lease.

“Series 2011 Project Improvements” means the portion of the Project Improvements comprised of an approximately 449,000 square foot automotive stamping manufacturing facility acquired with the proceeds of the Series 2011 Bonds and any personal property acquired with proceeds of the Series 2011 Bonds.

“Series 2018A Project Improvements” means the following, to the extent paid for in whole with proceeds of the Series 2018A Bonds: acquiring, constructing, improving, equipping and installing an approximately 40,000 square foot building on the Project Site to contain the insourcing of parts sequencing for the F-Series pickup truck.

“Series 2018B Project Improvements” means the following, to the extent paid for in whole with proceeds of the Series 2018B Bonds: acquiring, constructing, improving, equipping and installing an expansion of the stamping facility situated on the Project Site consisting of additions of approximately 50,000 square feet for additional stamping area, 25,000 square feet for a damaged metal repair area, 280,000 square feet for a materials planning and logistics area, 18 truck loading docks, a 100-trailer parking lot, relocating existing onsite roads and miscellaneous related site work, including equipment related to each component of the building expansion.

“Series 2025 Project Improvements” means the following, to the extent paid for in whole with proceeds of the Series 2025 Bonds: acquiring, constructing, improving, equipping and installing an approximately 400,000 square foot building that will support existing operations and enable additional capacity for producing body panels and other stamped parts for Ford’s Transit commercial vehicles, including related equipment.

ARTICLE II

ISSUANCE OF SERIES 2025 BONDS

Section 2.1. Issuance of the Series 2025 Bonds. As described herein, the City will issue the Series 2025 Bonds under the Act for the purpose of paying Project Costs relating to the Series 2025 Project Improvements. In connection with the issuance of the Series 2025 Bonds and the payment of such Project Costs from the proceeds of the Series 2025 Bonds, the City will acquire title to the Series 2025 Project Improvements as acquired and constructed.

ARTICLE III

PAYMENTS IN LIEU OF TAXES; SALES TAX EXEMPTION

Section 3.1. Payments in Lieu of Taxes. **Section 3.2** of the Original Performance Agreement is hereby deleted and replaced with the following:

“Section 3.2. Payments in Lieu of Taxes. Except as provided in this Agreement, the City and Company covenant and agree that for tax years 2025 to and including 2040, the Project is exempt from ad valorem property taxes by reason of the City’s ownership thereof; *provided that*, starting with tax year 2028 the Project Improvements acquired with the proceeds of the Series 2011 Bonds shall be returned to the tax rolls and shall be subject to ad valorem property taxes *and* starting with tax year 2034 the Project Improvements acquired with the proceeds of the Series 2018A Bonds and the Series 2018B Bonds shall be returned to the tax rolls and shall be subject to ad valorem property taxes. During the term of this Agreement, the Company shall make the following PILOT Payments, on December 1 in each year (subject to adjustment pursuant to **Section 3.3** of the Original Performance Agreement, as amended by the First

Supplemental Performance Agreement, the Second Supplemental Performance Agreement, and this Third Supplemental Performance Agreement):

- (a) With respect to the Project Site and the Series 2011 Project Improvements:
 - (1) In the years 2025 to and including 2027, the Base PILOT (\$1,937.79 per year) *plus* an amount equal to 50% of the real and personal property taxes that would otherwise be due on the Project Site and Series 2011 Project Improvements; and
 - (2) In the years 2028 to and including 2040, an amount equal to 100% of the real and personal property taxes that would otherwise be due on the Project Site and Series 2011 Project Improvements (provided that any Series 2011 Project Improvements that are no longer part of the Project Improvements by virtue of being returned to the tax rolls shall not be considered in this calculation).
- (b) With respect to the Series 2018A Project Improvements, the amounts required by the First Supplemental Performance Agreement; *plus*, in the years 2034 to and including 2040, an amount equal to 100% of the real and personal property taxes that would otherwise be due on the Series 2018A Project Improvements (provided that any Series 2018A Project Improvements that are no longer part of the Project Improvements by virtue of being returned to the tax rolls shall not be considered in this calculation).
- (c) With respect to the Series 2018B Project Improvements, the amounts required by the Second Supplemental Performance Agreement; *plus*, in the years 2034 to and including 2040, an amount equal to 100% of the real and personal property taxes that would otherwise be due on the Series 2018B Project Improvements (provided that any Series 2018B Project Improvements that are no longer part of the Project Improvements by virtue of being returned to the tax rolls shall not be considered in this calculation).
- (d) With respect to the Series 2025 Project Improvements:
 - (1) In the years 2025 to and including 2035, \$-0-; and
 - (2) In the years 2036 to and including 2040, an amount equal to 50% of the real and personal property taxes that would otherwise be due on the Series 2025 Project Improvements.”

Section 3.2. Adjustments to Payments in Lieu of Taxes. Section 3.3 of the Original Performance Agreement is hereby deleted and replaced with the following:

“Section 3.3. Adjustment of PILOT Payments for Failure to Maintain Jobs.

- (a) Within 60 days after each Test Date, the Company shall report in writing to the City the actual number of Jobs at the Project Site and the average wage during the Company’s most recent fiscal year including the Test Date in the form to the Original Performance Agreement as **Exhibit A**.

(b) If the Company fails to maintain an average of ____ Jobs (which shall be increased to ____ Jobs for the December 1, 2029 Test Date and each Test Date thereafter) at the Project Site by the Test Date and on each Test Date during the Test Period, as reported by the Company pursuant to **Section 3.3(a)** to the City, the Company shall make an additional PILOT Payment (in addition to all PILOT Payments required under **Section 3.2**) (an “**Additional PILOT Payment**”) to the City on or before March 31 of the next year in an amount equal to 25% of the real and personal property taxes that would have been due for the year including the Test Date in which the Company failed to maintain such Jobs if Chapter 100 abatement was not in effect for that year. The average Jobs at the Project Site shall be computed by adding the number of Jobs at the Project Site on the last working day of each fiscal month in the calendar year including the Test Date and dividing the sum by twelve.

(c) If the Company fails to maintain Jobs at the Project with an average wage equal to or greater than the average wage for Clay County, Missouri, as published by the Missouri Department of Economic Development and used for purposes of the Missouri Quality Jobs Act (Section 620.1878[4] RSMo.) (or if not available from such source, as published by any department or agency of the State of Missouri or the federal government) on each Test Date during the Test Period, as reported by the Company pursuant to **Section 3.3(a)** to the City, the Company shall make an additional PILOT Payment (in addition to the PILOT Payments required under **Section 3.2** and any Additional PILOT Payment under **3.3(b)**) (each an “**Additional PILOT Payment**”) to the City on or before March 31 of the next calendar year in an amount equal to 25% of the real and personal property taxes that would have been due for the year including the Test Date in which the Company failed to maintain the average wage required by this Section if Chapter 100 abatement was not in effect for that year.

(d) The calculations set forth in this **Section 3.3** shall be performed on each Test Date, with any resulting Additional PILOT Payments as a result of such recalculation to be applicable for the tax year in which such Test Date occurs. Payment of any such Additional PILOT Payments required under paragraph (a) or (b) above shall be due on or before March 31 of the calendar year following the Test Date. In no event shall the sum of the Additional PILOT Payments under paragraph (b) and/or (c) above, together with the PILOT Payment pursuant to **Section 3.2** hereof, exceed 100% of the actual real and personal property taxes that would have otherwise been payable on the Project but for the City’s ownership thereof, for the given year.”

During the time that the Series 2025 Bonds are outstanding, this **Section 3.2** shall override **Section 3.2** of the First Supplemental Performance Agreement and the Second Supplemental Performance Agreement and such adjustments shall be made only as described above and not in addition to adjustments made under **Section 3.2** of the First Supplemental Performance Agreement and the Second Supplemental Performance Agreement.

Section 3.3. Sales Tax Exemption. **Section 4.6** of the Original Performance Agreement is hereby deleted and replaced with the following, but only with respect to the Series 2025 Project Improvements:

“Section 4.6. Sales Tax Exemption.

(a) *Construction Materials.* In order to obtain an exemption from state and local sales taxes for construction materials incorporated into the Series 2025 Project Improvements, upon request of the Company after issuance of the Series 2025 Bonds, the City will provide a project exemption certificate to the Company in connection with the Company’s acquisition of construction materials for the Series 2025 Project Improvements. Such project exemption certificate for construction materials shall not be used by the Company in connection with the acquisition of any Project Equipment.

(b) *Project Equipment.* No project exemption certificate shall be provided to the Company in connection with any Project Equipment to be acquired as part of the Series 2025 Project Improvements.

(c) *Liability for Sales Determined to be Taxable.* Upon a determination by the Missouri Department of Revenue that any purchase made by the Company using the project exemption certificate described in **Section 4.6(a)** or **(b)** was not exempt from sales tax, the Company shall pay to the Missouri Department of Revenue all sales taxes so determined to be due (whether by virtue of failure of the Company to comply with the terms of this Agreement or the procedures and requirements of DED or otherwise). The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City’s furnishing of the project exemption certificates. There shall be no reduction in PILOT Payments for any sales taxes paid by the Company in connection with the Project.”

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.1. Applicability of the Original Performance Agreement and the Supplemental Performance Agreements. Except as otherwise provided in this Third Supplemental Performance Agreement, the provisions of the Original Performance Agreement (as amended by the First Supplemental Performance Agreement and the Second Supplemental Performance Agreement) are hereby ratified, approved and confirmed and incorporated herein. All terms in this Third Supplemental Performance Agreement which are inconsistent with the terms of the Original Performance Agreement (as amended by the First Supplemental Performance Agreement and the Second Supplemental Performance Agreement) shall replace such terms of the Original Performance Agreement (as amended by the First Supplemental Performance Agreement and the Second Supplemental Performance Agreement) to the extent of the inconsistency. Upon defeasance or payment of all of the Series 2018A Bonds, the First Supplemental Performance Agreement shall no longer be effective as an amendment to the Original Performance Agreement. Upon defeasance or payment of all of the Series 2018B Bonds, the Second Supplemental Performance Agreement shall no longer be effective as an amendment to the Original Performance Agreement. Upon defeasance or payment of all of the Series 2025 Bonds, this Third Supplemental Performance Agreement shall no longer be effective as an amendment to the Original Performance Agreement.

Section 4.2. Severability. If for any reason any provision of this Third Supplemental Performance Agreement shall be determined to be invalid or unenforceable, such invalid or unenforceable

term will be deemed severed from this Third Supplemental Performance Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 4.3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 4.4. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 4.5. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF LIBERTY, MISSOURI

[SEAL]

ATTEST:

By: _____
Name: Greg Canuteson
Title: Mayor

By: _____
Name: Sarah Ranes
Title: Deputy City Clerk

FORD MOTOR COMPANY,
a Delaware corporation

By: _____
Name:
Title: Secretary

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF June 13, 2025 to July 4, 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	\$ 1,066,821.98
PUBLIC SAFETY SALES TAX FUND	243	\$ 17,031.16
TRANSIENT GUEST TAX FUND	244	\$ 51,614.36
CEMETERY MAINTENANCE FUND	247	\$ 10,288.92
CAPTIAL SALES TAX FUND	351	\$ 27,009.53
TRANSPORTATION SALES TAX FUND	352	\$ 229,851.67
PARK SALES TAX FUND	353	\$ 14,605.00
ECO/DEVO SALES TAX FUND	354	\$ 28,654.94
FIRE SALES TAX FUND	356	\$ 1,796,334.53
PARKS FUND	460	\$ 90,528.07
SPORTS COMPLEX FUND	461	\$ 114,591.10
COMMUNITY CENTER FUND	465	\$ 115,165.93
WATER OPERATING FUND	590	\$ 350,847.40
WASTEWATER OPERATING FUND	591	\$ 216,378.04
WATER CAPITAL FUND	592	\$ 54,818.39
WASTEWATER CAPITAL FUND	593	\$ 253,094.38
SOLID WASTE FUND	595	\$ 206,653.61
TIF-ROGER'S PLAZA DEBT SERVICE	726	\$ 5,000.00
PAYROLL CHECKS & BENEFITS	6/27/2025	\$ 1,336,486.07
TOTAL APPROPRIATIONS		\$ 5,985,775.08

PASSED by the Council this 14th day of July, 2025.

Greg Canuteson - MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 14th day of July, 2025.

Greg Canuteson - MAYOR

Appropriations Legend

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

June 20, 2025

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 06/19/2025 and 06/20/2025;

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										
191160; 06/20/2025; Outstanding; null										
	12	R. JOEL REINOEHL	AT0026	06/10/2025	PARKS & RECREATION		460-55041-400-000000	CONTRACT LABOR	Adam's Toyota Banner Sponsorship	\$ 29.16
	12	R. JOEL REINOEHL	AT0026	06/10/2025	PARKS & RECREATION		465-55043-420-000000	SPONSORSHIPS	Adam's Toyota Banner Sponsorship	\$ 43.73
	12	R. JOEL REINOEHL	OH07	06/13/2025	PARKS & RECREATION		460-55041-400-000000	CONTRACT LABOR	One Hour HVAC Sponsorship	\$ 86.62
	12	R. JOEL REINOEHL	OH07	06/13/2025	PARKS & RECREATION		465-55043-420-000000	SPONSORSHIPS	One Hour HVAC Sponsorship	\$ 129.94
	12	R. JOEL REINOEHL	AT0026	06/10/2025	PARKS & RECREATION		461-55044-451-000000	MISCELLANEOUS FEES	Adam's Toyota Banner Sponsorship	\$ 135.36
	12	R. JOEL REINOEHL	GI01	06/17/2025	PARKS & RECREATION		461-55044-451-000000	MISCELLANEOUS FEES	GI Junk Sponsorship	\$ 437.50
	12	R. JOEL REINOEHL	OH07	06/13/2025	PARKS & RECREATION		461-55044-451-000000	MISCELLANEOUS FEES	One Hour HVAC Sponsorship	\$ 564.69
CHECK TOTAL FOR CHECK NUMBER 191160										\$ 1,427.00
191161; 06/20/2025; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	47509677008	06/18/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession Beverages and supplies for Sports Complex and LCC Vending	\$ 2,477.65
CHECK TOTAL FOR CHECK NUMBER 191161										\$ 2,477.65
191162; 06/20/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	9976082	06/14/2025	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 33.85
CHECK TOTAL FOR CHECK NUMBER 191162										\$ 33.85

**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										
191163; 06/20/2025; Outstanding; null										
	84	QUALITY PLUMBING, INC.	125818451	06/17/2025	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Replaced leaking cast iron pipe in pool pump room	\$ 4,239.76
CHECK TOTAL FOR CHECK NUMBER 191163										\$ 4,239.76
191164; 06/20/2025; Outstanding; null										
	96	INSIGHT PUB SAFETY & FORENSIC	2163	05/28/2025	POLICE		100-55007-501-000000	TESTING FEES	Psych (Tribble)	\$ 650.00
CHECK TOTAL FOR CHECK NUMBER 191164										\$ 650.00
191165; 06/20/2025; Outstanding; null										
	129	CINTAS RENTAL SERVICE	4233492070	06/11/2025	FIRE		100-55025-300-000000	PEST CONTROL/MOPS	Fire mops	\$ 57.35
CHECK TOTAL FOR CHECK NUMBER 191165										\$ 57.35
191166; 06/20/2025; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11421	06/02/2025	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Intake Processing, DNA Sample, Lab Exam	\$ 2,784.72
CHECK TOTAL FOR CHECK NUMBER 191166										\$ 2,784.72
191167; 06/20/2025; Outstanding; null										
	297	RITE WAY AUTO SERVICE, INC	1200631	06/16/2025	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Tires - #124	\$ 542.10
	297	RITE WAY AUTO SERVICE, INC	1200631	06/16/2025	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Tires - #124	\$ 542.10
CHECK TOTAL FOR CHECK NUMBER 191167										\$ 1,084.20

**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										
191168; 06/20/2025; Outstanding; null										
	314	RICOH USA, INC	40574185	06/13/2025	COURT		100-53031-116-00000	COPIER LEASE & USAGE	PERIODIC PAYMENT	\$ 105.53
	314	RICOH USA, INC	40573854	06/14/2025	FINANCE		100-53031-130-00000	COPIER LEASE & USAGE	Finance Copier Lease	\$ 139.85
	314	RICOH USA, INC	40573897	06/14/2025	POLICE		100-53031-512-00000	COPIER LEASE & USAGE	CIU Lease - July	\$ 153.81
CHECK TOTAL FOR CHECK NUMBER 191168										\$ 399.19
191169; 06/20/2025; Outstanding; null										
	433	ABIGAIL SMITH	6/17/25	06/17/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 102.00
CHECK TOTAL FOR CHECK NUMBER 191169										\$ 102.00
191170; 06/20/2025; Outstanding; null										
	533	MIDWEST DIESEL PERFORMANCE & R	3915	06/06/2025	UTILITIES		591-57009-901-00000	VEHICLE MAINTENANCE	Brake Repair - #181	\$ 251.56
	533	MIDWEST DIESEL PERFORMANCE & R	3915	06/06/2025	UTILITIES		590-57009-801-00000	VEHICLE MAINTENANCE	Brake Repair - #181	\$ 251.57
CHECK TOTAL FOR CHECK NUMBER 191170										\$ 503.13
191171; 06/20/2025; Outstanding; null										
	582	MIDWAY FORD TRUCK CENTER INC	R100480742	06/17/2025	PARKS & RECREATION		100-57009-482-00000	VEHICLE MAINTENANCE	Vehicle Repair	\$ 3,607.64
CHECK TOTAL FOR CHECK NUMBER 191171										\$ 3,607.64
191172; 06/20/2025; Outstanding; null										
	601	JANET L. WIMER	BZA 5.14.25	06/16/2025	PLANNING & DVLP		100-59004-150-00000	MEETING EXPENSE	Court Reporter BZA 5.14.2025	\$ 125.00
CHECK TOTAL FOR CHECK NUMBER 191172										\$ 125.00
191173; 06/20/2025; Outstanding; null										
	603	WICKLUND'S CARSTAR INC	54546	02/13/2025	POLICE		100-57009-501-00000	VEHICLE MAINTENANCE	205 Mirror	\$ 225.97
CHECK TOTAL FOR CHECK NUMBER 191173										\$ 225.97

**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										
191174; 06/20/2025; Outstanding; null										
	612	SKYLAR ANDERSON	6/17/25	06/17/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 16.00
CHECK TOTAL FOR CHECK NUMBER 191174										\$ 16.00
191175; 06/20/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	6/17/25	06/17/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 204.00
CHECK TOTAL FOR CHECK NUMBER 191175										\$ 204.00
191176; 06/20/2025; Outstanding; null										
	630	ULINE, INC	193393771	05/28/2025	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Building Maintenance	\$ 81.99
	630	ULINE, INC	193393771	05/28/2025	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Building Maintenance	\$ 81.99
	630	ULINE, INC	193393771	05/28/2025	UTILITIES		591-59015-901-000000	PROTECTIVE CLOTHING	Protective Clothing	\$ 355.98
	630	ULINE, INC	193393771	05/28/2025	UTILITIES		590-59015-801-000000	PROTECTIVE CLOTHING	Protective Clothing	\$ 355.98
	630	ULINE, INC	193393771	05/28/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 975.98
	630	ULINE, INC	193393771	05/28/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 975.98
CHECK TOTAL FOR CHECK NUMBER 191176										\$ 2,827.90
191177; 06/20/2025; Outstanding; null										
	669	MYRICK MECHANICAL	2857	06/10/2025	UTILITIES		590-57019-802-000000	BUILDING MAINTENANCE	WTP - Plug Leak	\$ 273.45
	669	MYRICK MECHANICAL	2856	06/10/2025	UTILITIES		590-57019-802-000000	BUILDING MAINTENANCE	WTP - Humidifier Repair	\$ 1,023.56
CHECK TOTAL FOR CHECK NUMBER 191177										\$ 1,297.01

**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										
191178; 06/20/2025; Outstanding; null										
	678	KIDS ARTISTIC REVUE INC	2461312	06/10/2025	PARKS & RECREATION		465-44055-000-0000 00	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 2,665.37
CHECK TOTAL FOR CHECK NUMBER 191178										\$ 2,665.37
191179; 06/20/2025; Outstanding; null										
	696	JANI-KING OF KANSAS CITY	KSC0525069 7	05/31/2025	PARKS & RECREATION		465-55041-420-0000 00	CONTRACT LABOR	18 cleanings for May 2025	\$ 1,350.00
CHECK TOTAL FOR CHECK NUMBER 191179										\$ 1,350.00
191180; 06/20/2025; Outstanding; null										
	713	KOHL WHOLESALE INC	1318112	06/18/2025	PARKS & REC-PO		461-53005-451-0000 00	CONCESSION SUPPLIES	Concession food and supplies for Sports Complex	\$ 3,987.24
CHECK TOTAL FOR CHECK NUMBER 191180										\$ 3,987.24
191181; 06/20/2025; Outstanding; null										
	726	AGC ENGINEERS INC	06-2025-01	06/15/2025	UTILITIES		590-57045-801-0000 00	HYDRANT	Attic Storage Easement & Engineering	\$ 4,975.00
CHECK TOTAL FOR CHECK NUMBER 191181										\$ 4,975.00
191182; 06/20/2025; Outstanding; null										
	781	TEKLAB, INC.	328075	06/11/2025	UTILITIES-PO		591-55020-902-0000 00	LAB FEES	Lab Fees	\$ 471.70
	781	TEKLAB, INC.	327955	06/10/2025	UTILITIES-PO		591-55020-902-0000 00	LAB FEES	Lab Fees	\$ 971.00
CHECK TOTAL FOR CHECK NUMBER 191182										\$ 1,442.70
191183; 06/20/2025; Outstanding; null										
	822	LAUREN CHARLOTTE PANCIC	6/17/25	06/17/2025	PARKS & RECREATION		465-55057-410-0000 00	SWIM TEAM		\$ 637.50
CHECK TOTAL FOR CHECK NUMBER 191183										\$ 637.50

**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										
191184; 06/20/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-22454	06/16/2025	POLICE		100-57009-501-0000 00	VEHICLE MAINTENANCE	206 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-22312	06/11/2025	POLICE		100-57009-501-0000 00	VEHICLE MAINTENANCE	232 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-22354	06/12/2025	POLICE		100-57009-501-0000 00	VEHICLE MAINTENANCE	220 Oil Change	\$ 53.98
CHECK TOTAL FOR CHECK NUMBER 191184										\$ 147.94
191185; 06/20/2025; Outstanding; null										
	881	ASHLEY MCCARTHY	6/17/2025	06/17/2025	PARKS & RECREATION		465-55057-410-0000 00	SWIM TEAM		\$ 1,187.50
CHECK TOTAL FOR CHECK NUMBER 191185										\$ 1,187.50
191186; 06/20/2025; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-000032 274	06/16/2025	UTILITIES-PO		591-55026-902-0000 00	FEES-LIME SLUDGE DISPOSAL	Courtney Ridge	\$ 14,534.33
CHECK TOTAL FOR CHECK NUMBER 191186										\$ 14,534.33
191187; 06/20/2025; Outstanding; null										
	948	ELECTRA ENTERTAINING & EVENTS	4333-A	02/11/2025	TRANSIENT GUEST TAX		244-59006-119-0000 00	LIBERTY FEST	Remainder of payment for tents from AAA Entertainment for Liberty Fest	\$ 675.45
CHECK TOTAL FOR CHECK NUMBER 191187										\$ 675.45
191188; 06/20/2025; Outstanding; null										
	952	BRAYLON STEGALL	6/17/25	06/17/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 128.00
CHECK TOTAL FOR CHECK NUMBER 191188										\$ 128.00
191189; 06/20/2025; Outstanding; null										
	962	REALM CONSTRUCTION, INC.	1	06/06/2025	PUB WRKS-PO		352-57034-201-0000 00	TRAFFIC SIGNAL UPGRADES	Funding for Construction	\$ 196,922.40
CHECK TOTAL FOR CHECK NUMBER 191189										\$ 196,922.40

**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										
191190; 06/20/2025; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	8471462	06/13/2025	PARKS & RECREATION		461-53005-451-0000 00	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 630.00
CHECK TOTAL FOR CHECK NUMBER 191190										\$ 630.00
191191; 06/20/2025; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	8471475	06/14/2025	PARKS & RECREATION		461-53005-451-0000 00	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 630.00
CHECK TOTAL FOR CHECK NUMBER 191191										\$ 630.00
191192; 06/20/2025; Outstanding; null										
	969	RYAN BENJAMIN HOUCK	6/17/25	06/17/2025	PARKS & RECREATION		465-55057-410-0000 00	SWIM TEAM		\$ 537.50
CHECK TOTAL FOR CHECK NUMBER 191192										\$ 537.50
191193; 06/20/2025; Outstanding; null										
	996	EMILY SEYMOUR	6/17/25	06/17/2025	PARKS & RECREATION		465-55057-410-0000 00	SWIM TEAM		\$ 475.00
CHECK TOTAL FOR CHECK NUMBER 191193										\$ 475.00
191194; 06/20/2025; Outstanding; null										
	997	PENNY LEWIS	6/17/25	06/17/2025	PARKS & RECREATION		465-55057-410-0000 00	SWIM TEAM		\$ 1,187.50
CHECK TOTAL FOR CHECK NUMBER 191194										\$ 1,187.50
191195; 06/20/2025; Outstanding; null										
	999	SOPHIA DICKSON	6/17/25	06/17/2025	PARKS & RECREATION		465-55057-410-0000 00	SWIM TEAM		\$ 475.00
CHECK TOTAL FOR CHECK NUMBER 191195										\$ 475.00
191196; 06/20/2025; Outstanding; null										
	1003	BRYLEE STEGALL	6/17/25	06/17/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 191196										\$ 80.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191197; 06/20/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85780588	05/22/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 83.00
	2300	BOUND TREE MEDICAL LLC	85800755	06/09/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,236.86
CHECK TOTAL FOR CHECK NUMBER 191197										\$ 1,319.86
191198; 06/20/2025; Outstanding; null										
	2767	K C WINWATER WORKS CO	345704-01	06/10/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Misc Inventory - Mississippi St Project	\$ (176.00)
	2767	K C WINWATER WORKS CO	345709-01	06/09/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Misc Inventory - Mississippi St Project	\$ 146.00
	2767	K C WINWATER WORKS CO	345704-01	06/10/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Misc Inventory - Mississippi St Project	\$ 315.00
	2767	K C WINWATER WORKS CO	346041-01	06/13/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 384.00
	2767	K C WINWATER WORKS CO	342545-02	06/04/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 405.00
	2767	K C WINWATER WORKS CO	346041-01	06/13/2025	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #312	\$ 536.00
CHECK TOTAL FOR CHECK NUMBER 191198										\$ 1,610.00
191199; 06/20/2025; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281293814	06/16/2025	PARKS & RECREATION		465-57018-420-000000	MISC EQUIPMENT MAINT	Facility Mats 6.17.25	\$ 123.90
CHECK TOTAL FOR CHECK NUMBER 191199										\$ 123.90
191200; 06/20/2025; Outstanding; null										
	2879	L-L TOWING CO	88864	05/27/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	205 Tow	\$ 81.00
CHECK TOTAL FOR CHECK NUMBER 191200										\$ 81.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191201; 06/20/2025; Outstanding; null										
	4109	CYCLONE CITY LLC	6724	06/04/2025	PARKS & RECREATION		465-55057-410-0000	SWIM TEAM	Storm Swim Team t-shirt order	\$ 1,630.00
CHECK TOTAL FOR CHECK NUMBER 191201										\$ 1,630.00
191202; 06/20/2025; Outstanding; null										
	4299	ZONES INC	K31139460102	05/01/2025	UTILITIES		591-60000-901-0000	MINOR EQUIPMENT	Vehicle Modems & Antennas	\$ 975.00
	4299	ZONES INC	K31139460102	05/01/2025	UTILITIES		590-60000-801-0000	MINOR EQUIPMENT	Vehicle Modems & Antennas	\$ 975.00
CHECK TOTAL FOR CHECK NUMBER 191202										\$ 1,950.00
191203; 06/20/2025; Outstanding; null										
	4458	HASTY AWARDS	06251310	06/16/2025	PARKS & RECREATION		465-55057-410-0000	SWIM TEAM	Awards for swim meet	\$ 539.55
	4458	HASTY AWARDS	06250214	06/16/2025	PARKS & RECREATION		461-53003-451-0000	RECREATION SUPPLIES	Spring Sports Medals	\$ 1,085.87
CHECK TOTAL FOR CHECK NUMBER 191203										\$ 1,625.42
191204; 06/20/2025; Outstanding; null										
	4477	GENES TIRE & SERVICE CENTER	101333	06/16/2025	POLICE		100-57009-501-0000	VEHICLE MAINTENANCE	201 Tire Repair	\$ 119.44
CHECK TOTAL FOR CHECK NUMBER 191204										\$ 119.44
191205; 06/20/2025; Outstanding; null										
	4763	PRINTING UNLIMITED	72755	06/06/2025	PR & COMMUNICATION		100-53032-113-00000	OUTSIDE PRINTING	June Utility Bill Insert	\$ 1,342.00
CHECK TOTAL FOR CHECK NUMBER 191205										\$ 1,342.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191206; 06/20/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23595	05/22/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23591	05/24/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23592	05/24/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23593	05/24/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23594	05/29/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23737	06/10/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23755	06/10/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23758	06/12/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23767	06/13/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23768	06/13/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23747	06/16/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23757	06/16/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23769	06/16/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23669	05/19/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23605	06/08/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23627	06/13/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191206; 06/20/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23742	06/14/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
CHECK TOTAL FOR CHECK NUMBER 191206										\$ 845.00
191207; 06/20/2025; Outstanding; null										
	5016	INTERSTATE BATTERIES	1904301025371	06/10/2025	POLICE		100-53000-501-00000	GENERAL SUPPLIES	Batteries	\$ 14.88
CHECK TOTAL FOR CHECK NUMBER 191207										\$ 14.88
191208; 06/20/2025; Outstanding; null										
	5268	IDEKER INC	27250	05/29/2025	UTILITIES		591-57004-901-00000	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 219.84
	5268	IDEKER INC	27250	05/29/2025	UTILITIES		590-57004-801-00000	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 219.84
CHECK TOTAL FOR CHECK NUMBER 191208										\$ 439.68
191209; 06/20/2025; Outstanding; null										
	5300	K C ICE CREAM CO INC	6/13	06/13/2025	PARKS & RECREATION		461-53005-451-00000	CONCESSION SUPPLIES	Ice Cream Order - CapFed Concessions	\$ 513.36
CHECK TOTAL FOR CHECK NUMBER 191209										\$ 513.36
191210; 06/20/2025; Outstanding; null										
	5394	GALL'S INC	031579293	06/09/2025	FIRE		100-59014-301-00000	CLOTHING EXPENSES	Fire uniforms	\$ 77.48
	5394	GALL'S INC	031620144	06/12/2025	FIRE		100-59014-301-00000	CLOTHING EXPENSES	Fire uniforms	\$ 700.26
CHECK TOTAL FOR CHECK NUMBER 191210										\$ 777.74
191211; 06/20/2025; Outstanding; null										
	5616	AMERICAN RESPONSE VEHICL	16893	06/16/2025	FIRE SLS TX-PO		356-70006-305-00000	AMBULANCE	FIRE NEW AMB & REMOUNT	\$ 421,262.00
CHECK TOTAL FOR CHECK NUMBER 191211										\$ 421,262.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191212; 06/20/2025; Outstanding; null										
	5616	AMERICAN RESPONSE VEHICL	16894	06/10/2025	FIRE SLS TX-PO		356-70006-305-0000 00	AMBULANCE	FIRE NEW AMB & REMOUNT	\$ 313,625.75
CHECK TOTAL FOR CHECK NUMBER 191212										\$ 313,625.75
191213; 06/20/2025; Outstanding; null										
	5616	AMERICAN RESPONSE VEHICL	16895	06/10/2025	FIRE SLS TX-PO		356-70006-305-0000 00	AMBULANCE	FIRE NEW AMB & REMOUNT	\$ 313,625.75
CHECK TOTAL FOR CHECK NUMBER 191213										\$ 313,625.75
191214; 06/20/2025; Outstanding; null										
	5616	AMERICAN RESPONSE VEHICL	16896	06/10/2025	FIRE SLS TX-PO		356-70006-305-0000 00	AMBULANCE	FIRE NEW AMB & REMOUNT	\$ 313,625.76
CHECK TOTAL FOR CHECK NUMBER 191214										\$ 313,625.76
191215; 06/20/2025; Outstanding; null										
	5616	AMERICAN RESPONSE VEHICL	16897	06/10/2025	FIRE SLS TX-PO		356-70006-305-0000 00	AMBULANCE	FIRE NEW AMB & REMOUNT	\$ 313,625.75
CHECK TOTAL FOR CHECK NUMBER 191215										\$ 313,625.75
191216; 06/20/2025; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD102552	06/13/2025	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Hydrated Lime	\$ 9,376.45
	5761	MISSISSIPPI LIME CO INC	CD101147	06/09/2025	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Hydrated Lime	\$ 10,072.94
CHECK TOTAL FOR CHECK NUMBER 191216										\$ 19,449.39
191217; 06/20/2025; Outstanding; null										
	5904	DR BRADFORD V HOFFMAN	JULY 2025	06/16/2025	FIRE-PO		100-55014-302-0000 00	MEDICAL FEES	Medical Director Fees January 2025 to December 2025	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 191217										\$ 1,000.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191218; 06/20/2025; Outstanding; null										
	5909	PERSONAL TOUCH ENGRAVING	40088	05/30/2025	PLANNING & DVLP		100-53032-150-00000	OUTSIDE PRINTING	Century House Plaque 415 N Gallatin	\$ 172.50
CHECK TOTAL FOR CHECK NUMBER 191218										\$ 172.50
191219; 06/20/2025; Outstanding; null										
	5964	SYNERGY SERVICES INC	DV-MAY 25	06/09/2025	FINANCE		100-20015-000-00000	DOMESTIC VIOLENCE SHELTER	Dom. Violence Fund	\$ 876.00
CHECK TOTAL FOR CHECK NUMBER 191219										\$ 876.00
191220; 06/20/2025; Outstanding; null										
	6018	HDR ENGINEERING INC	1200731292	06/16/2025	UTILITIES-PO		592-70017-802-00000	ENGINEERING DESIGN	WTR 24"MAIN AND VAULT	\$ 10,120.00
CHECK TOTAL FOR CHECK NUMBER 191220										\$ 10,120.00
191221; 06/20/2025; Outstanding; null										
	6196	AMERIGLASS CLEANING INC	195840	06/12/2025	FIRE		100-57019-300-00000	BUILDING MAINTENANCE	Fire window cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 191221										\$ 80.00
191222; 06/20/2025; Outstanding; null										
	6202	MADDEN MEDIA	2025-029603	05/31/2025	TRANSIENT GUEST TAX		244-55028-119-00000	ADVERTISING	Madden Media - SEM Ads May 2025	\$ 351.43
CHECK TOTAL FOR CHECK NUMBER 191222										\$ 351.43
191223; 06/20/2025; Outstanding; null										
	6351	JOHNSON FITNESS & WELLNESS	22-045331	06/08/2025	PARKS & RECREATION		465-60000-420-00000	MINOR EQUIPMENT	Fitness Equipment - Water treatment	\$ 4,847.20
CHECK TOTAL FOR CHECK NUMBER 191223										\$ 4,847.20
191224; 06/20/2025; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-99010	06/12/2025	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	Window Cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 191224										\$ 80.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191225; 06/20/2025; Outstanding; null										
	6392	AVENU ENTERPRISE SOLUTIONS	INVB-062873	05/29/2025	FINANCE		595-55044-205-000000	MISCELLANEOUS FEES	13%	\$ 64.71
	6392	AVENU ENTERPRISE SOLUTIONS	INVB-062873	05/29/2025	FINANCE		590-55044-131-000000	MISCELLANEOUS FEES	38%	\$ 189.18
	6392	AVENU ENTERPRISE SOLUTIONS	INVB-062873	05/29/2025	FINANCE		591-55044-131-000000	MISCELLANEOUS FEES	49%	\$ 243.94
CHECK TOTAL FOR CHECK NUMBER 191225										\$ 497.83
191226; 06/20/2025; Outstanding; null										
	6438	NATL FIRE SUPPRESSION	NAT051702	06/09/2025	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Check of Pressure Alarm	\$ 177.50
	6438	NATL FIRE SUPPRESSION	NAT051702	06/09/2025	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Check of Pressure Alarm	\$ 177.50
CHECK TOTAL FOR CHECK NUMBER 191226										\$ 355.00
191227; 06/20/2025; Outstanding; null										
	6469	BRINK'S INCORPORATED	12929511	06/01/2025	FINANCE		595-55013-131-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 76.33
	6469	BRINK'S INCORPORATED	12929511	06/01/2025	FINANCE		465-55013-420-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 127.22
	6469	BRINK'S INCORPORATED	12929511	06/01/2025	FINANCE		461-55013-451-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 127.22
	6469	BRINK'S INCORPORATED	12929511	06/01/2025	FINANCE		590-55013-131-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 152.66
	6469	BRINK'S INCORPORATED	12929511	06/01/2025	FINANCE		100-55013-130-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 169.63
	6469	BRINK'S INCORPORATED	12929511	06/01/2025	FINANCE		591-55013-131-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 195.07
CHECK TOTAL FOR CHECK NUMBER 191227										\$ 848.13

**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										
191228; 06/20/2025; Outstanding; null										
	6471	JCI INDUSTRIES INC	8282291	06/16/2025	UTILITIES		591-57003-902-0000 00	LIFT STATION MAINTENANCE	WWTP - Dry Weather Pump	\$ 479.08
CHECK TOTAL FOR CHECK NUMBER 191228										\$ 479.08
191229; 06/20/2025; Outstanding; null										
	6763	MICHAEL S WIENANDS	6/17/25	06/17/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 304.00
CHECK TOTAL FOR CHECK NUMBER 191229										\$ 304.00
191230; 06/20/2025; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC217540	06/13/2025	UTILITIES		591-57004-901-0000 00	MAINS & LINES MAINTENANCE	Quick Clamps	\$ 100.76
	7275	KEY EQUIPMENT & SUPPLY CO	KC217540	06/13/2025	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Quick Clamps	\$ 100.76
CHECK TOTAL FOR CHECK NUMBER 191230										\$ 201.52
191231; 06/20/2025; Outstanding; null										
	8618	AQUA PRODUCTS OF KC	32560	06/12/2025	PARKS & RECREATION		465-57018-420-0000 00	MISC EQUIPMENT MAINT	Aqua max repairs	\$ 90.00
CHECK TOTAL FOR CHECK NUMBER 191231										\$ 90.00
191232; 06/20/2025; Outstanding; null										
	8799	CORE & MAIN LP	X025058	05/22/2025	UTILITIES		590-57030-801-0000 00	SOFTWARE MAINTENANCE	CEMP Application Support - 1 Year	\$ 185.00
	8799	CORE & MAIN LP	X025058	05/22/2025	UTILITIES		591-57030-901-0000 00	SOFTWARE MAINTENANCE	CEMP Application Support - 1 Year	\$ 315.00
	8799	CORE & MAIN LP	W914479	05/30/2025	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Pit Lid Housing Assy	\$ 772.00
	8799	CORE & MAIN LP	W993341	05/30/2025	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #065	\$ 1,792.56
CHECK TOTAL FOR CHECK NUMBER 191232										\$ 3,064.56

**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										
191233; 06/20/2025; Outstanding; null										
	8987	SWIM THINGS INC	527038-1	06/12/2025	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM	Storm suit order	\$ 290.00
	8987	SWIM THINGS INC	526501-1	06/12/2025	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM	Storm suit order	\$ 832.00
CHECK TOTAL FOR CHECK NUMBER 191233										\$ 1,122.00
191234; 06/20/2025; Outstanding; null										
	999999	VANESSA ALANIZ	101-0100-00-18	06/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 66.76
CHECK TOTAL FOR CHECK NUMBER 191234										\$ 66.76
191235; 06/20/2025; Outstanding; null										
	999999	SUNNY CERVANTES	101-0830-00-12	06/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 114.83
CHECK TOTAL FOR CHECK NUMBER 191235										\$ 114.83
191236; 06/20/2025; Outstanding; null										
	999999	E P Wooten	101-1780-00-01	06/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 128.40
CHECK TOTAL FOR CHECK NUMBER 191236										\$ 128.40
191237; 06/20/2025; Outstanding; null										
	999999	ZACHARY BLOHM	118-1040-00-05	06/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 138.08
CHECK TOTAL FOR CHECK NUMBER 191237										\$ 138.08
191238; 06/20/2025; Outstanding; null										
	999999	CHRISTY HASKINS	119-0940-00-03	06/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 99.73
CHECK TOTAL FOR CHECK NUMBER 191238										\$ 99.73

**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										
191239; 06/20/2025; Outstanding; null										
	999999	Lynette Richmond	119-1890-00-21	06/11/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 90.06
CHECK TOTAL FOR CHECK NUMBER 191239										\$ 90.06
191240; 06/20/2025; Outstanding; null										
	999999	BROOKS CASEL	119-2520-00-02	06/11/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 127.67
CHECK TOTAL FOR CHECK NUMBER 191240										\$ 127.67
191241; 06/20/2025; Outstanding; null										
	999999	NEIL NEUMEYER	122-1710-00-02	06/11/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 129.03
CHECK TOTAL FOR CHECK NUMBER 191241										\$ 129.03
191242; 06/20/2025; Outstanding; null										
	999999	KERRI HUTCHINSON	125-6120-00-03	06/11/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 133.26
CHECK TOTAL FOR CHECK NUMBER 191242										\$ 133.26
191243; 06/20/2025; Outstanding; null										
	999999	GEORGE SMITH	128-0030-00-02	06/11/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 15.60
CHECK TOTAL FOR CHECK NUMBER 191243										\$ 15.60
191244; 06/20/2025; Outstanding; null										
	999999	TIMOTHY RONDONANSKI	128-7145-00-22	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 137.09
CHECK TOTAL FOR CHECK NUMBER 191244										\$ 137.09
191245; 06/20/2025; Outstanding; null										
	999999	BRANDON & SHIANA OLSEN	140-0750-00-17	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 143.69
CHECK TOTAL FOR CHECK NUMBER 191245										\$ 143.69

**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										
191246; 06/20/2025; Outstanding; null										
	999999	JOHN & BRANDI ATWELL	206-1250-00-04	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 17.19
CHECK TOTAL FOR CHECK NUMBER 191246										\$ 17.19
191247; 06/20/2025; Outstanding; null										
	999999	ANTHONY FIELDS	209-1530-00-09	06/13/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 118.07
CHECK TOTAL FOR CHECK NUMBER 191247										\$ 118.07
191248; 06/20/2025; Outstanding; null										
	999999	MICHAEL & VICKYLN BUSH	210-0740-00-07	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 61.74
CHECK TOTAL FOR CHECK NUMBER 191248										\$ 61.74
191249; 06/20/2025; Outstanding; null										
	999999	CLAY JOHNSON	210-2020-00-05	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 89.81
CHECK TOTAL FOR CHECK NUMBER 191249										\$ 89.81
191250; 06/20/2025; Outstanding; null										
	999999	JAMES KRAUSE	212-2180-00-11	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 24.82
CHECK TOTAL FOR CHECK NUMBER 191250										\$ 24.82
191251; 06/20/2025; Outstanding; null										
	999999	ALEX VANDER VEEN	220-1510-00-02	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 150.91
CHECK TOTAL FOR CHECK NUMBER 191251										\$ 150.91
191252; 06/20/2025; Outstanding; null										
	999999	PAM QUANDT	221-3580-00-13	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 19.12
CHECK TOTAL FOR CHECK NUMBER 191252										\$ 19.12

**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										
191253; 06/20/2025; Outstanding; null										
	999999	AUSTIN WILEY	221-6410-00-07	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 50.68
CHECK TOTAL FOR CHECK NUMBER 191253										\$ 50.68
191254; 06/20/2025; Outstanding; null										
	999999	ZANE SCHMEECKLE	231-1085-00-03	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 147.72
CHECK TOTAL FOR CHECK NUMBER 191254										\$ 147.72
191255; 06/20/2025; Outstanding; null										
	999999	DAVID & SHERYL LUENBERGER	232-0300-00-01	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 13.74
CHECK TOTAL FOR CHECK NUMBER 191255										\$ 13.74
191256; 06/20/2025; Outstanding; null										
	999999	DORIS SILVEY	238-3290-00-07	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 71.71
CHECK TOTAL FOR CHECK NUMBER 191256										\$ 71.71
191257; 06/20/2025; Outstanding; null										
	999999	Michelle Martin	2438959	06/17/2025	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Swim Lesson Refund	\$ 126.00
CHECK TOTAL FOR CHECK NUMBER 191257										\$ 126.00
191258; 06/20/2025; Outstanding; null										
	999999	The Learning Experience	2461327	06/10/2025	PARKS & RECREATION		465-44055-000-0000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 950.00
CHECK TOTAL FOR CHECK NUMBER 191258										\$ 950.00
191259; 06/20/2025; Outstanding; null										
	999999	Nikkie Hill	2466512	06/14/2025	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Shelter Refund	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 191259										\$ 80.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191260; 06/20/2025; Outstanding; null										
	999999	Blue Springs Ballet	2471370	06/17/2025	PARKS & RECREATION		465-44055-000-0000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,155.00
CHECK TOTAL FOR CHECK NUMBER 191260										\$ 1,155.00
191261; 06/20/2025; Outstanding; null										
	999999	Catherine's Dance Studio	2471371	06/17/2025	PARKS & RECREATION		465-44055-000-0000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,347.30
CHECK TOTAL FOR CHECK NUMBER 191261										\$ 1,347.30
191262; 06/20/2025; Outstanding; null										
	999999	Dramatic Truth Ballet Theatre	2471431	06/17/2025	PARKS & RECREATION		465-44055-000-0000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,075.00
CHECK TOTAL FOR CHECK NUMBER 191262										\$ 1,075.00
191263; 06/20/2025; Outstanding; null										
	999999	Standing Ovation Dance Competi	2472251	06/18/2025	PARKS & RECREATION		465-44055-000-0000	MEETING ROOM RENTAL	Lock-In Fee - refund of re-booked amount	\$ 600.00
CHECK TOTAL FOR CHECK NUMBER 191263										\$ 600.00
191264; 06/20/2025; Outstanding; null										
	999999	G3 DEVELOPMENT	354-0011-00-07	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS		\$ 761.34
CHECK TOTAL FOR CHECK NUMBER 191264										\$ 761.34
191265; 06/20/2025; Outstanding; null										
	999999	KISSICK CONSTRUCTION	354-0017-00-04	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 750.00
CHECK TOTAL FOR CHECK NUMBER 191265										\$ 750.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191266; 06/20/2025; Outstanding; null										
	999999	LA UNDERGROUND	354-0019-00-04	06/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 690.46
CHECK TOTAL FOR CHECK NUMBER 191266										\$ 690.46
Grand Total:										\$ 1,996,451.54

Notes :

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

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

June 27, 2025

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 06/26/2025 and 06/27/2025;

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										
191403; 06/26/2025; Outstanding; null										
	42	BRANDY ELECTRIC, INC.	4335	05/21/2025	PARKS & RECREATION		461-57048-451-000000	FIELD LIGHT MAINTENANCE	Capitol Federal Sport Lighting Repairs	\$ 21,900.00
CHECK TOTAL FOR CHECK NUMBER 191403										\$ 21,900.00
191404; 06/26/2025; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	47622758004	06/25/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession Beverages and supplies for Sports Complex and LCC Vending	\$ 2,001.38
CHECK TOTAL FOR CHECK NUMBER 191404										\$ 2,001.38
191405; 06/26/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10254736	06/19/2025	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 1,334.78
CHECK TOTAL FOR CHECK NUMBER 191405										\$ 1,334.78
191406; 06/26/2025; Outstanding; null										
	95	CYCLONE INC	47638	06/25/2025	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	Training Tower Portable Toilet	\$ 90.00
CHECK TOTAL FOR CHECK NUMBER 191406										\$ 90.00
191407; 06/26/2025; Outstanding; null										
	96	INSIGHT PUB SAFETY & FORENSIC	2180	06/18/2025	POLICE		100-55007-501-000000	TESTING FEES	Psych (Naylor, Berry)	\$ 1,300.00
CHECK TOTAL FOR CHECK NUMBER 191407										\$ 1,300.00
191408; 06/26/2025; Outstanding; null										
	120	GARY CROSSLEY FORD INC	05/27/2025	06/05/2025	FIRE SLS TX-PO		356-70000-305-000000	VEHICLES	Ford F250	\$ 37,294.80
	120	GARY CROSSLEY FORD INC	05/27/2025	06/05/2025	FIRE SLS TX-PO		356-70000-305-000000	VEHICLES	Ford F250	\$ 39,292.10
CHECK TOTAL FOR CHECK NUMBER 191408										\$ 76,586.90

**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										
191409; 06/26/2025; Outstanding; null										
	161	LAW OFFICE OF MARY M PARRISH	16060	06/26/2025	PROSECUTOR		100-55005-115-00000	LEGAL FEES	June 2025 Legal Fees	\$ 500.00
CHECK TOTAL FOR CHECK NUMBER 191409										\$ 500.00
191410; 06/26/2025; Outstanding; null										
	220	KIRBY-SMITH MACHINERY, INC.	W1363306	06/17/2025	UTILITIES		591-57018-901-00000	MISC EQUIPMENT MAINT	Takeuchi Repairs	\$ 597.69
	220	KIRBY-SMITH MACHINERY, INC.	W1363306	06/17/2025	UTILITIES		590-57018-801-00000	MISC EQUIPMENT MAINT	Takeuchi Repairs	\$ 597.70
CHECK TOTAL FOR CHECK NUMBER 191410										\$ 1,195.39
191411; 06/26/2025; Outstanding; null										
	314	RICOH USA, INC	40573824	06/14/2025	ANIMAL CONTROL		100-53031-165-00000	COPIER LEASE & USAGE	Copier Lease	\$ 91.26
CHECK TOTAL FOR CHECK NUMBER 191411										\$ 91.26
191412; 06/26/2025; Outstanding; null										
	337	COLD SOLUTIONS AT RUSH CREEK	1368	06/20/2025	PUBLIC WORKS		100-55032-202-00000	REFUSE COLLECTION FEES	Records Retention - July 2025	\$ 1,800.00
CHECK TOTAL FOR CHECK NUMBER 191412										\$ 1,800.00
191413; 06/26/2025; Outstanding; null										
	338	PREMIER TRUCK GROUP OF KC	80526090	06/11/2025	PUBLIC WORKS		100-57009-203-00000	VEHICLE MAINTENANCE	Vehicle Maintenance - Freighliner T9177	\$ 2,442.68
CHECK TOTAL FOR CHECK NUMBER 191413										\$ 2,442.68
191414; 06/26/2025; Outstanding; null										
	364	DELL TECHNOLOGIES INC.	10819602396	06/12/2025	FIRE		100-53013-301-00000	RADIO SUPPLIES	Laptop Cradles	\$ 376.68
CHECK TOTAL FOR CHECK NUMBER 191414										\$ 376.68

**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										
191415; 06/26/2025; Outstanding; null										
	377	JACKSON LEWIS PC	8800267	06/09/2025	HR & RISK MGMT		100-55005-140-00000	LEGAL FEES	Legal fees	\$ 148.50
CHECK TOTAL FOR CHECK NUMBER 191415										\$ 148.50
191416; 06/26/2025; Outstanding; null										
	433	ABIGAIL SMITH	6/25/25	06/25/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 255.00
CHECK TOTAL FOR CHECK NUMBER 191416										\$ 255.00
191417; 06/26/2025; Outstanding; null										
	456	DESIGN SUPPLY DOORS LLC	135435	06/19/2025	PARKS & RECREATION		465-57019-420-00000	BUILDING MAINTENANCE	Upper Level Bathroom Partition - widen door width	\$ 2,703.94
CHECK TOTAL FOR CHECK NUMBER 191417										\$ 2,703.94
191418; 06/26/2025; Outstanding; null										
	487	TOYS FOR TRUCKS, INC	INV1089528	06/09/2025	POLICE		100-60005-501-00000	VEHICLE CHANGEOVER COSTS	Vehicle Change Over	\$ 5,607.80
CHECK TOTAL FOR CHECK NUMBER 191418										\$ 5,607.80
191419; 06/26/2025; Outstanding; null										
	533	MIDWEST DIESEL PERFORMANCE & R	3026	01/11/2024	UTILITIES		591-57009-902-00000	VEHICLE MAINTENANCE	WWTP - #190 Starter & Powertrain	\$ 569.33
	533	MIDWEST DIESEL PERFORMANCE & R	3751	02/28/2025	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Track Replacements - Skid Steer	\$ 1,947.50
	533	MIDWEST DIESEL PERFORMANCE & R	3751	02/28/2025	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	Track Replacements - Skid Steer	\$ 1,947.50
CHECK TOTAL FOR CHECK NUMBER 191419										\$ 4,464.33
191420; 06/26/2025; Outstanding; null										
	575	INDEPENDENT SALT	0193008-IN	05/12/2025	PUBLIC WORKS		100-13003-000-000000	INVENTORY-ROAD SALT	Road Salt	\$ 12,175.43
CHECK TOTAL FOR CHECK NUMBER 191420										\$ 12,175.43

**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										
191421; 06/26/2025; Outstanding; null										
	585	DINGES FIRE COMPANY	68519	03/24/2025	FIRE SLS TX-PO		356-70001-305-000000	CAPITAL EQUIPMENT	10 Sets of replacement bunker gear	\$ 8,500.00
	585	DINGES FIRE COMPANY	68251	03/21/2025	FIRE SLS TX-PO		356-70001-305-000000	CAPITAL EQUIPMENT	10 Sets of replacement bunker gear	\$ 34,000.00
CHECK TOTAL FOR CHECK NUMBER 191421										\$ 42,500.00
191422; 06/26/2025; Outstanding; null										
	612	SKYLAR ANDERSON	6/25/25	06/25/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 16.00
CHECK TOTAL FOR CHECK NUMBER 191422										\$ 16.00
191423; 06/26/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	6/25/25	06/25/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 408.00
CHECK TOTAL FOR CHECK NUMBER 191423										\$ 408.00
191424; 06/26/2025; Outstanding; null										
	634	USABBLUEBOOK	INV00726038	05/30/2025	UTILITIES		591-53010-902-000000	LAB SUPPLIES	WWTP - Lab Supplies	\$ 13.58
	634	USABBLUEBOOK	INV00730000	06/04/2025	UTILITIES		590-53010-802-000000	LAB SUPPLIES	WTP - Lab Supplies	\$ 54.31
	634	USABBLUEBOOK	INV00635968	02/27/2025	UTILITIES		590-53010-802-000000	LAB SUPPLIES	WTP - Lab Supplies	\$ 94.80
CHECK TOTAL FOR CHECK NUMBER 191424										\$ 162.69
191425; 06/26/2025; Outstanding; null										
	662	LINDE GAS & EQUIPMENT INC	50119289	05/31/2025	UTILITIES		590-53009-802-000000	CHEMICALS	WTP - Chemicals CO2	\$ 11,495.01
CHECK TOTAL FOR CHECK NUMBER 191425										\$ 11,495.01

**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										
191426; 06/26/2025; Outstanding; null										
	669	MYRICK MECHANICAL	2903	06/23/2025	FIRE		100-57019-300-0000 00	BUILDING MAINTENANCE	Annual HVAC PM	\$ 1,044.00
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2838	06/03/2025	PUB WRKS-PO	Reclass to 100.57020.20 2.00000	100-57019-160-0000 00	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	\$ 526.00
	669	MYRICK MECHANICAL	2905	06/23/2025	UTILITIES		591-57005-902-0000 00	WATER PLANT MAINTENANCE	WWTP - Added Refrigerant to unit	\$ 428.00
	669	MYRICK MECHANICAL	2754	04/29/2025	UTILITIES-PO		590-57005-802-0000 00	WATER PLANT MAINTENANCE	Reznor Unit Heater Replacement	\$ 15,242.00
CHECK TOTAL FOR CHECK NUMBER 191426										\$ 17,240.00
191427; 06/26/2025; Outstanding; null										
	690	LIBERTY HOSPITAL URGENT CARE	00136541-00	06/09/2025	HR & RISK MGMT		100-55044-140-0000 00	MISCELLANEOUS FEES	Random drug screens & vaccines	\$ 372.00
	690	LIBERTY HOSPITAL URGENT CARE	00136541-00	06/09/2025	HR & RISK MGMT		100-55029-140-0000 00	RECRUITMENT EXPENSES	Pre-employment testing & drug screening	\$ 1,464.00
CHECK TOTAL FOR CHECK NUMBER 191427										\$ 1,836.00
191428; 06/26/2025; Outstanding; null										
	713	KOHL WHOLESALE INC	1324127	06/25/2025	PARKS & REC-PO		461-53005-451-0000 00	CONCESSION SUPPLIES	Concession food and supplies for Sports Complex	\$ 2,856.65
CHECK TOTAL FOR CHECK NUMBER 191428										\$ 2,856.65
191429; 06/26/2025; Outstanding; null										
	715	POLYDYNE INC.	1939715	06/24/2025	UTILITIES		591-53009-902-0000 00	CHEMICALS	WWTP - Chemicals	\$ 9,548.00
CHECK TOTAL FOR CHECK NUMBER 191429										\$ 9,548.00
191430; 06/26/2025; Outstanding; null										
	723	LIFE-ASSIST, INC	1609826	06/16/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 393.96
CHECK TOTAL FOR CHECK NUMBER 191430										\$ 393.96

**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										
191431; 06/26/2025; Outstanding; null										
	781	TEKLAB, INC.	328692	06/20/2025	UTILITIES-PO		591-55020-902-000000	LAB FEES	Lab Fees	\$ 674.30
CHECK TOTAL FOR CHECK NUMBER 191431										\$ 674.30
191432; 06/26/2025; Outstanding; null										
	781	TEKLAB, INC.	328665	06/20/2025	UTILITIES-PO		590-55020-802-000000	LAB FEES	Water Sample Courier Fee/Month	\$ 0.00
	781	TEKLAB, INC.	328665	06/20/2025	UTILITIES-PO		590-55020-802-000000	LAB FEES	Lee Chemical Voc Testing	\$ 1,190.00
CHECK TOTAL FOR CHECK NUMBER 191432										\$ 1,190.00
191433; 06/26/2025; Outstanding; null										
	781	TEKLAB, INC.	328666	06/20/2025	UTILITIES-PO		590-55020-802-000000	LAB FEES	Water Sample Courier Fee/Month	\$ 15.00
	781	TEKLAB, INC.	328666	06/20/2025	UTILITIES-PO		590-55020-802-000000	LAB FEES	Lee Chemical Voc Testing	\$ 238.00
CHECK TOTAL FOR CHECK NUMBER 191433										\$ 253.00
191434; 06/26/2025; Outstanding; null										
	792	BAILEY TRAINING & SUPPORT LLC	27	06/19/2025	PARKS & RECREATION		465-55065-410-000000	COMMUNITY PROGRAMS	SafeSitter Class 6.19.25	\$ 630.00
CHECK TOTAL FOR CHECK NUMBER 191434										\$ 630.00
191435; 06/26/2025; Outstanding; null										
	822	LAUREN CHARLOTTE PANCIC	6/25/25	06/25/2025	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM		\$ 637.50
CHECK TOTAL FOR CHECK NUMBER 191435										\$ 637.50
191436; 06/26/2025; Outstanding; null										
	830	THE PITCH KC LLC	145662-R	06/12/2025	TRANSIENT GUEST TAX		244-53026-119-000000	MAKE MUSIC DAY-SUPPLIES	Exclusive Calendar newsletter ad through the Pitch KC for Make Music Day	\$ 385.00
CHECK TOTAL FOR CHECK NUMBER 191436										\$ 385.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191437; 06/26/2025; Outstanding; null										
	873	JAMES HAIRE	#1	06/06/2025	TRNST GST TX-PO		244-60000-119-000000	MINOR EQUIPMENT	Twist in Time Artwork	\$ 20,000.00
CHECK TOTAL FOR CHECK NUMBER 191437										\$ 20,000.00
191438; 06/26/2025; Outstanding; null										
	881	ASHLEY MCCARTHY	6/25/25	06/25/2025	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM		\$ 1,187.50
CHECK TOTAL FOR CHECK NUMBER 191438										\$ 1,187.50
191439; 06/26/2025; Outstanding; null										
	950	UTILITY CONTRACTORS INC	525006-01	06/23/2025	UTILITIES-PO		593-70005-902-000000	PLANT CAPITAL REPLACEMENTS	MBT 2 Fine Screen Dem and Installation	\$ 55,007.38
CHECK TOTAL FOR CHECK NUMBER 191439										\$ 55,007.38
191440; 06/26/2025; Outstanding; null										
	952	BRAYLON STEGALL	6/25/25	06/25/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 64.00
CHECK TOTAL FOR CHECK NUMBER 191440										\$ 64.00
191441; 06/26/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00031181	06/12/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Manor Subdivision	\$ 750.00
	957	VANCE BROTHERS, LLC	IG00031073	06/09/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Manor Subdivision	\$ 750.63
	957	VANCE BROTHERS, LLC	IG00031144	06/11/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Manor Subdivision	\$ 751.88
	957	VANCE BROTHERS, LLC	IG00030992	06/04/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Manor Subdivision	\$ 754.38
CHECK TOTAL FOR CHECK NUMBER 191441										\$ 3,006.89
191442; 06/26/2025; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	8490316	06/20/2025	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 630.00
CHECK TOTAL FOR CHECK NUMBER 191442										\$ 630.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191443; 06/26/2025; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	8490320	06/21/2025	PARKS & RECREATION		461-53005-451-0000 00	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 630.00
CHECK TOTAL FOR CHECK NUMBER 191443										\$ 630.00
191444; 06/26/2025; Outstanding; null										
	969	RYAN BENJAMIN HOUCK	6/25/25	06/25/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 80.00
	969	RYAN BENJAMIN HOUCK	6/25/25	06/25/2025	PARKS & RECREATION		465-55057-410-0000 00	SWIM TEAM		\$ 537.50
CHECK TOTAL FOR CHECK NUMBER 191444										\$ 617.50
191445; 06/26/2025; Outstanding; null										
	981	ELYNX TECHNOLOGIES, LLC	0006171-0131 317	06/12/2025	UTILITIES-PO		590-60000-802-0000 00	MINOR EQUIPMENT	WTP - Freight	\$ 45.62
	981	ELYNX TECHNOLOGIES, LLC	0006171-0131 317	06/12/2025	UTILITIES-PO		590-60000-802-0000 00	MINOR EQUIPMENT	WTP - Sensor	\$ 12,241.73
CHECK TOTAL FOR CHECK NUMBER 191445										\$ 12,287.35
191446; 06/26/2025; Outstanding; null										
	996	EMILY SEYMOUR	6/25/25	06/25/2025	PARKS & RECREATION		465-55057-410-0000 00	SWIM TEAM		\$ 475.00
CHECK TOTAL FOR CHECK NUMBER 191446										\$ 475.00
191447; 06/26/2025; Outstanding; null										
	997	PENNY LEWIS	6/25/25	06/25/2025	PARKS & RECREATION		465-55057-410-0000 00	SWIM TEAM		\$ 1,187.50
CHECK TOTAL FOR CHECK NUMBER 191447										\$ 1,187.50
191448; 06/26/2025; Outstanding; null										
	999	SOPHIA DICKSON	6/25/25	06/25/2025	PARKS & RECREATION		465-55057-410-0000 00	SWIM TEAM		\$ 475.00
CHECK TOTAL FOR CHECK NUMBER 191448										\$ 475.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191449; 06/26/2025; Outstanding; null										
Reimbursement for Meta ads/Tourism Grant	1000	NICKEL & SUEDE, LLC	2	06/23/2025	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Meta ad reimbursement/ tourism grant	\$ 2,643.10
CHECK TOTAL FOR CHECK NUMBER 191449										\$ 2,643.10
191450; 06/26/2025; Outstanding; null										
	1003	BRYLEE STEGALL	6/25/25	06/25/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 96.00
CHECK TOTAL FOR CHECK NUMBER 191450										\$ 96.00
191451; 06/26/2025; Outstanding; null										
	1005	AMIE JACOBSEN	1276	06/13/2025	TRANSIENT GUEST TAX		244-60000-119-000000	MINOR EQUIPMENT	Design Stipend for Concept Proposal	\$ 1,500.00
CHECK TOTAL FOR CHECK NUMBER 191451										\$ 1,500.00
191452; 06/26/2025; Outstanding; null										
	1006	JOHN ADDUCI	1736	06/11/2025	TRANSIENT GUEST TAX		244-60000-119-000000	MINOR EQUIPMENT	Artwork Proposal Stipend	\$ 1,500.00
CHECK TOTAL FOR CHECK NUMBER 191452										\$ 1,500.00
191453; 06/26/2025; Outstanding; null										
	1007	MONARCH GLASS STUDIO, LLC	1	05/30/2025	TRANSIENT GUEST TAX		244-60000-119-000000	MINOR EQUIPMENT	Artwork Proposal Stipend	\$ 1,500.00
CHECK TOTAL FOR CHECK NUMBER 191453										\$ 1,500.00
191454; 06/26/2025; Outstanding; null										
	1008	DOUWE STUDIOS LLC	001	06/17/2025	TRANSIENT GUEST TAX		244-60000-119-000000	MINOR EQUIPMENT	Artwork Proposal Stipend	\$ 1,500.00
CHECK TOTAL FOR CHECK NUMBER 191454										\$ 1,500.00
191455; 06/26/2025; Outstanding; null										
	1009	LILLIAN BRYANT	6/17/2025	06/19/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 96.00
CHECK TOTAL FOR CHECK NUMBER 191455										\$ 96.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191456; 06/26/2025; Outstanding; null										
	1009	LILLIAN BRYANT	6/25/25	06/25/2025	PARKS & RECREATION		465-55058-410-0000	PRIVATE SWIMMING LESSONS		\$ 208.00
CHECK TOTAL FOR CHECK NUMBER 191456										\$ 208.00
191457; 06/26/2025; Outstanding; null										
Chief Whitteck approved reimbursement for \$500	1010	JUSTIN WILLIAMS	06-19-25	06/19/2025	FIRE	Chief Whitteck approved \$300	100-54004-303-0000	TRAINING COSTS	Fire training reimbursement	\$ 300.00
CHECK TOTAL FOR CHECK NUMBER 191457										\$ 300.00
191458; 06/26/2025; Outstanding; null										
	1012	LAUREN MICHELLE PARKS	20250611	06/11/2025	HR & RISK MGMT		100-54004-140-0000	EMPLOYEE ISSUES & FUNCTIONS	Chair Yoga	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 191458										\$ 100.00
191459; 06/26/2025; Outstanding; null										
	1184	MO STATE HIGHWAY PATROL	812HP025XLP D05	06/11/2025	POLICE		100-55007-501-0000	TESTING FEES	Fingerprinting (Naylor)	\$ 12.00
CHECK TOTAL FOR CHECK NUMBER 191459										\$ 12.00
191460; 06/26/2025; Outstanding; null										
	1216	CONSTRUCTION MATERIAL TRUCKING	5300005	06/18/2025	UTILITIES		591-55026-902-0000	FEES-LIME SLUDGE DISPOSAL	WWTP - Biosolids Removal	\$ 2,520.00
CHECK TOTAL FOR CHECK NUMBER 191460										\$ 2,520.00
191461; 06/26/2025; Outstanding; null										
	1758	GEORGE BUTLER ASSOC INC	87901	06/18/2025	UTILITIES-PO		592-70017-801-0000	ENGINEERING DESIGN	Engineering Services	\$ 24,834.03
CHECK TOTAL FOR CHECK NUMBER 191461										\$ 24,834.03
191462; 06/26/2025; Outstanding; null										
	1794	RANDY RUSSELL SERVICE CO	3100	06/16/2025	PARKS & RECREATION		461-57019-451-00000	BUILDING MAINTENANCE	ice machines	\$ 731.97
CHECK TOTAL FOR CHECK NUMBER 191462										\$ 731.97

**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										
191463; 06/26/2025; Outstanding; null										
	2103	K C WINNELSON INC	120952-01	05/28/2025	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #067	\$ 2,774.00
CHECK TOTAL FOR CHECK NUMBER 191463										\$ 2,774.00
191464; 06/26/2025; Outstanding; null										
	2767	K C WINWATER WORKS CO	346103-01	06/17/2025	UTILITIES		592-70020-801-0000 00	CONSTRUCTION CONTRACT	Mississippi St Project	\$ 1,492.00
	2767	K C WINWATER WORKS CO	345763-01	06/10/2025	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #003	\$ 1,700.00
	2767	K C WINWATER WORKS CO	345669-01	06/09/2025	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/ SUPPLIES	Inventory Parts - #312, #311	\$ 2,094.00
	2767	K C WINWATER WORKS CO	345669-01	06/09/2025	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 3,907.00
	2767	K C WINWATER WORKS CO	344957-01	05/27/2025	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/ SUPPLIES	Inventory Parts - #265, #441	\$ 10,865.00
CHECK TOTAL FOR CHECK NUMBER 191464										\$ 20,058.00
191465; 06/26/2025; Outstanding; null										
	2879	L-L TOWING CO	88892	06/09/2025	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	Tow Freightliner Unit #717	\$ 310.00
CHECK TOTAL FOR CHECK NUMBER 191465										\$ 310.00
191466; 06/26/2025; Outstanding; null										
	3710	KELLER FIRE & SAFETY INC	370366	06/17/2025	UTILITIES		590-57019-802-0000 00	BUILDING MAINTENANCE	WTP - Sprinkler Inspection	\$ 394.96
CHECK TOTAL FOR CHECK NUMBER 191466										\$ 394.96
191467; 06/26/2025; Outstanding; null										
	3763	OUTDOOR RESTROOMS LLC	112961	06/18/2025	PARKS & RECREATION		460-60007-403-0000 00	EQUIPMENT RENTAL	Portable toilets	\$ 225.00
CHECK TOTAL FOR CHECK NUMBER 191467										\$ 225.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191468; 06/26/2025; Outstanding; null										
	4146	CONTROL PRINTING GROUP	893241	06/05/2025	FINANCE		595-53032-131-00000	OUTSIDE PRINTING	Util adj pads	\$ 69.43
	4146	CONTROL PRINTING GROUP	893241	06/05/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util adj pads	\$ 69.43
	4146	CONTROL PRINTING GROUP	893241	06/05/2025	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util adj pads	\$ 69.44
	4146	CONTROL PRINTING GROUP	893053	05/28/2025	FINANCE		595-53032-131-00000	OUTSIDE PRINTING	Util deposit cards	\$ 311.91
	4146	CONTROL PRINTING GROUP	893053	05/28/2025	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util deposit cards	\$ 311.91
	4146	CONTROL PRINTING GROUP	893053	05/28/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util deposit cards	\$ 311.92
CHECK TOTAL FOR CHECK NUMBER 191468										\$ 1,144.04
191469; 06/26/2025; Outstanding; null										
	4267	TECHNOLOGY GROUP SOLUTIONS LLC	SVC-13225	06/18/2025	PARKS & REC-PO		353-57019-430-00000	BUILDING MAINTENANCE	Security cameras and installation at Sports Complex	\$ 7,330.00
CHECK TOTAL FOR CHECK NUMBER 191469										\$ 7,330.00
191470; 06/26/2025; Outstanding; null										
	4371	BSN SPORTS	924670161	01/31/2024	PARKS & RECREATION		465-53003-420-00000	RECREATION SUPPLIES	Cover plates basketball goals - past due from 2024	\$ 40.00
CHECK TOTAL FOR CHECK NUMBER 191470										\$ 40.00
191471; 06/26/2025; Outstanding; null										
	4458	HASTY AWARDS	05250682	05/20/2025	PARKS & RECREATION		461-53003-451-00000	RECREATION SUPPLIES	Tiny Tot Tball Medals	\$ 258.90
CHECK TOTAL FOR CHECK NUMBER 191471										\$ 258.90

**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										
191472; 06/26/2025; Outstanding; null										
	4460	JEFF ELLIS & ASSOC INC	20128379	06/23/2025	PARKS & RECREATION		465-55059-410-000000	LIFEGUARD TRAINING	Renewal Certificate	\$ 45.00
CHECK TOTAL FOR CHECK NUMBER 191472										\$ 45.00
191473; 06/26/2025; Outstanding; null										
	4471	GILMORE & BELL	8057242	06/06/2025	FINANCE		726-53037-614-000000	TIF REIMBURSABLE FEES	ARBITRAGE REBATE ANALYSIS - 2010 ROGERS PLAZA	\$ 5,000.00
CHECK TOTAL FOR CHECK NUMBER 191473										\$ 5,000.00
191474; 06/26/2025; Outstanding; null										
	4522	ENSZ & JESTER PC	47	05/31/2025	HR & RISK MGMT		100-55005-140-000000	LEGAL FEES	Legal fees	\$ 185.00
CHECK TOTAL FOR CHECK NUMBER 191474										\$ 185.00
191475; 06/26/2025; Outstanding; null										
	4537	FRATERNAL ORDER OF POLICE	6.2025	06/26/2025	FINANCE		100-21021-000-000000	UNION DUES PAYABLE-POLICE	June Payroll Deductions	\$ 1,943.00
CHECK TOTAL FOR CHECK NUMBER 191475										\$ 1,943.00
191476; 06/26/2025; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	31305	06/15/2025	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	ST Rock	\$ 1,170.16
	4693	LIBERTY AGGREGATES LLC	31244	06/08/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Rock - Mississippi St Project	\$ 365.75
	4693	LIBERTY AGGREGATES LLC	31137	05/31/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Rock - Mississippi St Project	\$ 742.41
	4693	LIBERTY AGGREGATES LLC	31075	05/25/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Rock - Mississippi St Project	\$ 1,629.54
CHECK TOTAL FOR CHECK NUMBER 191476										\$ 3,907.86

**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										
191477; 06/26/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	524014	06/16/2025	ANIMAL CONTROL		100-53001-165-000000	MEDICAL SUPPLIES	Syringes	\$ 27.36
	4817	VETERINARY CENTER OF LIBERTY	23793	06/18/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES		\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23796	06/21/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES		\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23736	06/10/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23788	06/17/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23789	06/17/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23797	06/20/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23798	06/20/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23800	06/20/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23801	06/20/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23803	06/20/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23804	06/20/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23764	06/23/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23765	06/23/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	524698	06/23/2025	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Donation	\$ 45.09
	4817	VETERINARY CENTER OF LIBERTY	23609	06/17/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 65.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191477; 06/26/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23610	06/17/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23688	06/18/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	524014	06/16/2025	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	Donation	\$ 68.56
	4817	VETERINARY CENTER OF LIBERTY	524562	06/18/2025	ANIMAL CONTROL		100-53001-165-00000	MEDICAL SUPPLIES	FIV/Felk combo tests	\$ 955.57
CHECK TOTAL FOR CHECK NUMBER 191477										\$ 1,876.58
191478; 06/26/2025; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0041654	06/09/2025	PUBLIC WORKS		100-57019-203-00000	BUILDING MAINTENANCE	ST Alarm Servicing	\$ 205.00
CHECK TOTAL FOR CHECK NUMBER 191478										\$ 205.00
191479; 06/26/2025; Outstanding; null										
	4954	TAXPAYERS UNLIMITED INC	6.2025	06/26/2025	FINANCE		100-21020-000-00000	UNION DUES PAYABLE - FIRE	Payroll Deduction June	\$ 18.00
CHECK TOTAL FOR CHECK NUMBER 191479										\$ 18.00
191480; 06/26/2025; Outstanding; null										
	4991	CINTAS FIRST AID & SAFETY	5276412206	06/18/2025	HR & RISK MGMT		100-53008-160-00000	MAINTENANCE MATERIALS	Cintas First Aid Supplies	\$ 402.45
CHECK TOTAL FOR CHECK NUMBER 191480										\$ 402.45
191481; 06/26/2025; Outstanding; null										
	5165	THE LAMAR COMPANIES	117113283	05/26/2025	TRANSIENT GUEST TAX		244-55028-119-00000	ADVERTISING	Billboard for Make Music Day and Liberty Fest	\$ 2,000.00
CHECK TOTAL FOR CHECK NUMBER 191481										\$ 2,000.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191482; 06/26/2025; Cleared; 06/26/2025										
	5191	OPENGOV INC	INV20003	05/31/2025	UTILITIES-PO		590-57030-801-000000	SOFTWARE MAINTENANCE	2025/2026 Integration Toolkits & Professional Services Deployment	\$ 171.68
	5191	OPENGOV INC	INV20003	05/31/2025	UTILITIES-PO		591-57030-901-000000	SOFTWARE MAINTENANCE	2025/2026 Integration Toolkits & Professional Services Deployment	\$ 292.32
	5191	OPENGOV INC	INV19571	05/05/2025	UTILITIES-PO		590-57030-801-000000	SOFTWARE MAINTENANCE	2025/2026 Integration Toolkits & Professional Services Deployment	\$ 777.03
	5191	OPENGOV INC	INV19571	05/05/2025	UTILITIES-PO		591-57030-901-000000	SOFTWARE MAINTENANCE	2025/2026 Integration Toolkits & Professional Services Deployment	\$ 1,323.04
CHECK TOTAL FOR CHECK NUMBER 191482										\$ 2,564.07
191483; 06/26/2025; Outstanding; null										
	5223	CITY TREASURER	2025-06	06/16/2025	MULTI		351-57013-201-000000	RADIO MAINTENANCE	PW 56 x 18.47	\$ 1,076.32
	5223	CITY TREASURER	2025-06	06/16/2025	MULTI		100-57013-301-000000	RADIO MAINTENANCE	FD 64 x 18.47	\$ 1,230.08
	5223	CITY TREASURER	2025-06	06/16/2025	MULTI		100-57013-501-000000	RADIO MAINTENANCE	PD 74 x 18.47	\$ 1,403.06
CHECK TOTAL FOR CHECK NUMBER 191483										\$ 3,709.46
191484; 06/26/2025; Outstanding; null										
	5268	IDEKER INC	27443	06/18/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	ST Rock	\$ 197.12
	5268	IDEKER INC	27334	06/10/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	ST Rock	\$ 228.96
CHECK TOTAL FOR CHECK NUMBER 191484										\$ 426.08

**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										
191485; 06/26/2025; Outstanding; null										
	5394	GALL'S INC	031658032	06/17/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 63.36
	5394	GALL'S INC	031683415	06/19/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 63.36
	5394	GALL'S INC	031649629	06/16/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 71.77
	5394	GALL'S INC	031659580	06/17/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 71.77
	5394	GALL'S INC	031694715	06/20/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 81.50
	5394	GALL'S INC	031683881	06/19/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 252.00
	5394	GALL'S INC	031714476	06/23/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 367.53
CHECK TOTAL FOR CHECK NUMBER 191485										\$ 971.29
191486; 06/26/2025; Outstanding; null										
	5447	GRASS ACTION INC	22503	06/01/2025	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	Irrigation Work for City Hall	\$ 258.00
CHECK TOTAL FOR CHECK NUMBER 191486										\$ 258.00
191487; 06/26/2025; Outstanding; null										
	5526	A. W. SCHULTZ INC	27445	06/19/2025	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Hypo Tank Level Mods	\$ 1,615.50
CHECK TOTAL FOR CHECK NUMBER 191487										\$ 1,615.50
191488; 06/26/2025; Outstanding; null										
	5534	JUKEBOX MEDIA LLC	5574	06/24/2025	TRANSIENT GUEST TAX		244-59006-119-000000	LIBERTY FEST	Concert by Lost Wax at Liberty Fest	\$ 11,500.00
CHECK TOTAL FOR CHECK NUMBER 191488										\$ 11,500.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191489; 06/26/2025; Outstanding; null										
	5549	KONECRANES, INC	163000549	06/19/2025	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Routine Maintenance, MAINMAN Assesment	\$ 2,309.00
CHECK TOTAL FOR CHECK NUMBER 191489										\$ 2,309.00
191490; 06/26/2025; Outstanding; null										
	5598	CHILDRENS MERCY HOSPITALS & CL	8000035795	06/17/2025	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Lab Fees	\$ 1,314.00
CHECK TOTAL FOR CHECK NUMBER 191490										\$ 1,314.00
191491; 06/26/2025; Outstanding; null										
	5662	SUMNERONE INC	4314108	06/19/2025	UTILITIES		591-53000-901-000000	GENERAL SUPPLIES	Copier Contract	\$ 7.82
	5662	SUMNERONE INC	4314108	06/19/2025	UTILITIES		591-53000-902-000000	GENERAL SUPPLIES	Copier Contract	\$ 7.82
	5662	SUMNERONE INC	4314108	06/19/2025	UTILITIES		590-53000-801-000000	GENERAL SUPPLIES	Copier Contract	\$ 7.82
CHECK TOTAL FOR CHECK NUMBER 191491										\$ 23.46
191492; 06/26/2025; Outstanding; null										
	5670	CLAYTON PAPER & DISTRIBUTION	008274	06/03/2025	FINANCE		100-13002-000-000000	INVENTORY-CENTRAL SUPPLY	Copy paper	\$ 912.00
CHECK TOTAL FOR CHECK NUMBER 191492										\$ 912.00
191493; 06/26/2025; Outstanding; null										
	5694	RUSSELL FRICK	752324	06/12/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Dirt - Stockpile	\$ 720.00
	5694	RUSSELL FRICK	752324	06/12/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Dirt - Stockpile	\$ 720.00
CHECK TOTAL FOR CHECK NUMBER 191493										\$ 1,440.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191494; 06/26/2025; Outstanding; null										
	5728	ALEX AIR APPARATUS 2 LLC	9728	06/17/2025	FIRE		100-57018-301-00000	MISC EQUIPMENT MAINT	EDraulic Hand grip repair	\$ 420.00
	5728	ALEX AIR APPARATUS 2 LLC	9729	06/17/2025	FIRE		100-57018-301-00000	MISC EQUIPMENT MAINT	Cutter case replacement	\$ 678.00
CHECK TOTAL FOR CHECK NUMBER 191494										\$ 1,098.00
191495; 06/26/2025; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD104269	06/19/2025	UTILITIES-PO		590-53009-802-00000	CHEMICALS	Hydrated Lime	\$ 10,124.59
CHECK TOTAL FOR CHECK NUMBER 191495										\$ 10,124.59
191496; 06/26/2025; Outstanding; null										
	5767	BRENNTAG MID-SOUTH INC	BMS947575	06/12/2025	UTILITIES		590-53009-802-00000	CHEMICALS	WTP - Chemicals	\$ 8,762.04
CHECK TOTAL FOR CHECK NUMBER 191496										\$ 8,762.04
191497; 06/26/2025; Outstanding; null										
	5774	SCHULTE SUPPLY INC	S1229337.003	05/29/2025	UTILITIES		590-13001-000-00000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #065	\$ 1,341.36
CHECK TOTAL FOR CHECK NUMBER 191497										\$ 1,341.36
191498; 06/26/2025; Outstanding; null										
	5921	FLEX MADE EASY	LIB JUN 2025	06/26/2025	FINANCE		100-55044-140-00000	MISCELLANEOUS FEES	Flex Spending Acct Fees - May	\$ 50.00
CHECK TOTAL FOR CHECK NUMBER 191498										\$ 50.00
191499; 06/26/2025; Outstanding; null										
	5952	T & W TIRE LLC	3040123450	04/30/2025	FIRE		100-57009-301-00000	VEHICLE MAINTENANCE	613 Tires	\$ 1,941.88
CHECK TOTAL FOR CHECK NUMBER 191499										\$ 1,941.88

**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										
191500; 06/26/2025; Outstanding; null										
	6030	REJIS COMMISSION	555793	06/15/2025	ADMINISTRATI ON		100-55044-116-0000 00	MISCELLANEOUS FEES	Mobile Ticketing Exported to JIS	\$ 175.50
CHECK TOTAL FOR CHECK NUMBER 191500										\$ 175.50
191501; 06/26/2025; Outstanding; null										
	6100	MOAZ CONSTRUCTION INC	155	06/15/2025	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Concrete - Westwoods / Dixie	\$ 3,906.28
CHECK TOTAL FOR CHECK NUMBER 191501										\$ 3,906.28
191502; 06/26/2025; Outstanding; null										
	6120	FOLEY EQUIPMENT CO INC	PS40057666 5	06/20/2025	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	Vehicle Maintenance #152	\$ 218.74
	6120	FOLEY EQUIPMENT CO INC	SS700131988	06/18/2025	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	Vehicle Maintenance # 148	\$ 4,661.08
	6120	FOLEY EQUIPMENT CO INC	PS40057586 2	06/14/2025	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	Vehicle Maintenance - 748	\$ 4,719.31
CHECK TOTAL FOR CHECK NUMBER 191502										\$ 9,599.13
191503; 06/26/2025; Outstanding; null										
	6123	GT DISTRIBUTORS INC	UNIV0073603	06/13/2025	POLICE		100-53018-502-0000 00	SWAT TEAM SUPPLIES	Medic Patches	\$ 84.00
CHECK TOTAL FOR CHECK NUMBER 191503										\$ 84.00
191504; 06/26/2025; Outstanding; null										
Mowing Week of 6.16.25	6136	KITCHS LAWNCARE & LANDSCAPING	2951	06/17/2025	CEMETERY MNTCE-PO	Mowing Week of 6.16.25	247-57024-204-0000 00	MOWING CONTRACT	Professional Mowing, Trimming, and Edging Services	\$ 2,310.00
Mowing Week of 6.23.25	6136	KITCHS LAWNCARE & LANDSCAPING	2955	06/24/2025	CEMETERY MNTCE-PO	Mowing Week of 6.23.25	247-57024-204-0000 00	MOWING CONTRACT	Professional Mowing, Trimming, and Edging Services	\$ 2,310.00
Mowing Week of 6.9.25	6136	KITCHS LAWNCARE & LANDSCAPING	2949	06/10/2025	CEMETERY MNTCE-PO	Mowing Week of 6.9.25	247-57024-204-0000 00	MOWING CONTRACT	Professional Mowing, Trimming, and Edging Services	\$ 2,310.00
CHECK TOTAL FOR CHECK NUMBER 191504										\$ 6,930.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191505; 06/26/2025; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002984217	06/16/2025	FIRE		100-53009-302-000000	CHEMICALS	Fire oxygen	\$ 29.48
CHECK TOTAL FOR CHECK NUMBER 191505										\$ 29.48
191506; 06/26/2025; Outstanding; null										
	6320	CHUCK ANDERSON FORD INC	FOCS186289	05/22/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	231 Brakes	\$ 675.55
CHECK TOTAL FOR CHECK NUMBER 191506										\$ 675.55
191507; 06/26/2025; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	14373	06/26/2025	FIRE		100-55025-300-000000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	14376	06/26/2025	FIRE		100-55025-300-000000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	14377	06/26/2025	FIRE		100-55025-300-000000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	14255	05/29/2025	PUBLIC WORKS		100-57019-203-000000	BUILDING MAINTENANCE	Monthly Pest Control Service - May 2025	\$ 43.00
CHECK TOTAL FOR CHECK NUMBER 191507										\$ 133.00
191508; 06/26/2025; Outstanding; null										
	6337	COMMERCIAL LIGHTING COMPANY	6252313	06/03/2025	PARKS & RECREATION		465-53008-420-000000	MAINTENANCE MATERIALS	Light Bulbs	\$ 580.49
CHECK TOTAL FOR CHECK NUMBER 191508										\$ 580.49
191509; 06/26/2025; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-98720	05/22/2025	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	City Hall Window Cleaning	\$ 80.00
	6369	FISH WINDOW CLEANING	2642-99375	06/23/2025	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	City Hall Window Cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 191509										\$ 160.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191510; 06/26/2025; Outstanding; null										
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1793653	05/31/2025	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at Lightburne & Glenn Hendren	\$ 69.85
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1793647	05/31/2025	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at S Liberty Dr & South Wales	\$ 70.43
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1793646	05/31/2025	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at SLP & Withers	\$ 92.43
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1793648	05/31/2025	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at W. KS & N. Bluejay	\$ 219.47
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1793644	05/31/2025	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at N Church & NE 104th	\$ 423.88
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1793650	05/31/2025	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at E Mill & Gallatin	\$ 513.25
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1793651	05/31/2025	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at W KS & Clayview	\$ 613.89
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1793645	05/31/2025	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Street Light Maintenance @ W KS & Forrest Ave	\$ 631.84
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1793649	05/31/2025	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Street Light Maintenance @ Glenn Hendren & Lightburne	\$ 638.15
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1793652	05/31/2025	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at Liberty Dr & Conistor	\$ 1,126.37
CHECK TOTAL FOR CHECK NUMBER 191510										\$ 4,399.56
191511; 06/26/2025; Outstanding; null										
soccer uniforms	6501	CHALLENGER SPORTS TEAMWEAR LLC	1271802	04/01/2025	PARKS & REC-PO		461-53003-451-0000	RECREATION SUPPLIES	Sports Apparel	\$ 10.35
soccer uniforms	6501	CHALLENGER SPORTS TEAMWEAR LLC	1269158	03/12/2025	PARKS & REC-PO		461-53003-451-0000	RECREATION SUPPLIES	Sports Apparel	\$ 7,017.30
CHECK TOTAL FOR CHECK NUMBER 191511										\$ 7,027.65

**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										
191512; 06/26/2025; Outstanding; null										
	6539	MARMIC FIRE & SAFETY CO INC	D334860	06/24/2025	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Annual sprinkler and backflow inspections - LPAT	\$ 935.87
	6539	MARMIC FIRE & SAFETY CO INC	D330894	06/19/2025	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Repairs for fire alarm deficiencies	\$ 2,710.49
CHECK TOTAL FOR CHECK NUMBER 191512										\$ 3,646.36
191513; 06/26/2025; Outstanding; null										
	6547	EDWARDS CHEMICALS	IN200099	06/13/2025	PARKS & RECREATION		465-53009-420-000000	CHEMICALS	Pool Chemical Order 6.13.25	\$ 1,658.00
	6547	EDWARDS CHEMICALS	IN200098	06/23/2025	PARKS & RECREATION		465-53009-420-000000	CHEMICALS	Pool Chemical order 6.23.25	\$ 1,946.00
CHECK TOTAL FOR CHECK NUMBER 191513										\$ 3,604.00
191514; 06/26/2025; Outstanding; null										
	6567	OVIVO USA LLC	8489451	03/19/2025	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - MBT2 Restart	\$ 6,570.00
CHECK TOTAL FOR CHECK NUMBER 191514										\$ 6,570.00
191515; 06/26/2025; Outstanding; null										
	6727	MIKE HAGEN ELECTRIC, INC.	20781	06/19/2025	PARKS & RECREATION		460-57019-403-000000	BUILDING MAINTENANCE	Pickleball lighting adjustment	\$ 185.00
CHECK TOTAL FOR CHECK NUMBER 191515										\$ 185.00
191516; 06/26/2025; Outstanding; null										
	7108	WALKER TREE SERVICE INC	182318	06/23/2025	PUBLIC WORKS		100-57021-203-000000	TREE MAINTENANCE	Tree Removal at 1404 N Lightburne St.	\$ 4,542.99
CHECK TOTAL FOR CHECK NUMBER 191516										\$ 4,542.99
191517; 06/26/2025; Outstanding; null										
	7509	KAPKE & WILLERTH LLC	69012	06/03/2025	FINANCE		100-55005-111-0000000	LEGAL FEES	Legal Fees	\$ 5,197.50
CHECK TOTAL FOR CHECK NUMBER 191517										\$ 5,197.50

**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										
191518; 06/26/2025; Outstanding; null										
	7653	K C MO WATER DEPT	06/02/2025	06/02/2025	NONE		590-55036-802-0000 00	WATER PURCHASES- KANSAS CITY	KC MO WATER DEPT	\$ 31,073.92
CHECK TOTAL FOR CHECK NUMBER 191518										\$ 31,073.92
191519; 06/26/2025; Outstanding; null										
	7993	COMMERCIAL AQUATIC SERVICE	53009-1	06/19/2025	PARKS & RECREATION		465-57019-420-0000 00	BUILDING MAINTENANCE	Stenner pump parts	\$ 105.87
CHECK TOTAL FOR CHECK NUMBER 191519										\$ 105.87
191520; 06/26/2025; Outstanding; null										
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X06012025	05/23/2025	TECH & LOGISTICS		100-56007-302-0000 00	MOBILE PHONES	Fire (EMS)	\$ 44.93
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X06012025	05/23/2025	TECH & LOGISTICS		100-56007-304-0000 00	MOBILE PHONES	Fire (Prevent)	\$ 99.08
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X06012025	05/23/2025	TECH & LOGISTICS		100-56007-170-0000 00	MOBILE PHONES	att - mobile phones (IT/PD)	\$ 448.00
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X06012025	05/23/2025	TECH & LOGISTICS		100-56007-303-0000 00	MOBILE PHONES	Fire (Training)	\$ 607.82
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X06012025	05/23/2025	TECH & LOGISTICS		100-56007-300-0000 00	MOBILE PHONES	Fire (Admin)	\$ 1,233.38
CHECK TOTAL FOR CHECK NUMBER 191520										\$ 2,433.21
191521; 06/26/2025; Outstanding; null										
	8355	CENTRAL JACKSON CO FPD	TC25-132	06/05/2025	FIRE		100-53017-303-0000 00	CPR TRAINING SUPPLIES	Fire CPR cards	\$ 1,310.00
CHECK TOTAL FOR CHECK NUMBER 191521										\$ 1,310.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191522; 06/26/2025; Outstanding; null										
	8397	REPUBLIC SERVICES #468	0468-004551 609	05/31/2025	UTILITIES		590-55041-801-0000 00	CONTRACT LABOR	Dumpster Pickup Service	\$ 509.68
	8397	REPUBLIC SERVICES #468	0468-004551 609	05/31/2025	UTILITIES		591-55041-901-00000 0	CONTRACT LABOR	Dumpster Pickup Service	\$ 509.69
	8397	REPUBLIC SERVICES #468	0468-004551 720	05/31/2025	UTILITIES		591-55044-902-0000 00	MISCELLANEOUS FEES	Dumpster Pickup Service	\$ 532.67
	8397	REPUBLIC SERVICES #468	0468-004551 720	05/31/2025	UTILITIES		590-55041-801-0000 00	CONTRACT LABOR	Dumpster Pickup Service	\$ 532.67
	8397	REPUBLIC SERVICES #468	0468-004551 720	05/31/2025	UTILITIES		591-55041-901-00000 0	CONTRACT LABOR	Dumpster Pickup Service	\$ 532.68
	8397	REPUBLIC SERVICES #468	0468-004551 609	05/31/2025	UTILITIES		591-55041-902-0000 00	CONTRACT LABOR	Dumpster Pickup Service	\$ 2,231.32
CHECK TOTAL FOR CHECK NUMBER 191522										\$ 4,848.71

**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										
191523; 06/26/2025; Outstanding; null										
	8459	CBIZ BENEFITS & INSURANCE	645138	06/11/2025	NONE		595-14001-000-0000 00	OTHER PREPAYMENTS	2025 LIABILITY	\$ 832.64
	8459	CBIZ BENEFITS & INSURANCE	645138	06/11/2025	NONE		351-14001-000-0000 00	OTHER PREPAYMENTS	2025 LIABILITY	\$ 1,074.37
	8459	CBIZ BENEFITS & INSURANCE	645138	06/11/2025	NONE		354-14001-000-0000 00	OTHER PREPAYMENTS	2025 LIABILITY	\$ 1,342.97
	8459	CBIZ BENEFITS & INSURANCE	645138	06/11/2025	NONE		356-14001-000-0000 00	OTHER PREPAYMENTS	2025 LIABILITY	\$ 1,342.97
	8459	CBIZ BENEFITS & INSURANCE	645138	06/11/2025	NONE		244-14001-000-0000 00	OTHER PREPAYMENTS	2025 LIABILITY	\$ 1,342.97
	8459	CBIZ BENEFITS & INSURANCE	645138	06/11/2025	NONE		352-14001-000-0000 00	OTHER PREPAYMENTS	2025 LIABILITY	\$ 2,685.93
	8459	CBIZ BENEFITS & INSURANCE	645138	06/11/2025	NONE		461-14001-000-0000 00	OTHER PREPAYMENTS	2025 LIABILITY	\$ 10,743.74
	8459	CBIZ BENEFITS & INSURANCE	645138	06/11/2025	NONE		465-14001-000-0000 00	OTHER PREPAYMENTS	2025 LIABILITY	\$ 15,309.83
	8459	CBIZ BENEFITS & INSURANCE	645138	06/11/2025	NONE		243-14001-000-0000 00	OTHER PREPAYMENTS	2025 LIABILITY	\$ 16,053.62
	8459	CBIZ BENEFITS & INSURANCE	645138	06/11/2025	NONE		460-14001-000-0000 00	OTHER PREPAYMENTS	2025 LIABILITY	\$ 16,115.60
	8459	CBIZ BENEFITS & INSURANCE	645138	06/11/2025	NONE		591-14001-000-0000 00	OTHER PREPAYMENTS	2025 LIABILITY	\$ 35,647.72
	8459	CBIZ BENEFITS & INSURANCE	645138	06/11/2025	NONE		590-14001-000-0000 00	OTHER PREPAYMENTS	2025 LIABILITY	\$ 36,398.43
	8459	CBIZ BENEFITS & INSURANCE	645138	06/11/2025	NONE		100-14001-000-0000 00	OTHER PREPAYMENTS	2025 LIABILITY	\$ 376,457.21
CHECK TOTAL FOR CHECK NUMBER 191523										\$ 515,348.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191524; 06/26/2025; Outstanding; null										
	8459	CBIZ BENEFITS & INSURANCE	645140	06/11/2025	NONE		460-14001-000-000000	OTHER PREPAYMENTS	2025 AUTO	\$ 7,670.67
	8459	CBIZ BENEFITS & INSURANCE	645140	06/11/2025	NONE		591-14001-000-000000	OTHER PREPAYMENTS	2025 AUTO	\$ 23,378.65
	8459	CBIZ BENEFITS & INSURANCE	645140	06/11/2025	NONE		590-14001-000-000000	OTHER PREPAYMENTS	2025 AUTO	\$ 24,290.90
	8459	CBIZ BENEFITS & INSURANCE	645140	06/11/2025	NONE		100-14001-000-000000	OTHER PREPAYMENTS	2025 AUTO	\$ 182,029.78
CHECK TOTAL FOR CHECK NUMBER 191524										\$ 237,370.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191525; 06/26/2025; Outstanding; null										
	8459	CBIZ BENEFITS & INSURANCE	645142	06/11/2025	NONE		595-14001-000-0000 00	OTHER PREPAYMENTS	2025 UMBRELLA	\$ 80.96
	8459	CBIZ BENEFITS & INSURANCE	645142	06/11/2025	NONE		351-14001-000-0000 00	OTHER PREPAYMENTS	2025 UMBRELLA	\$ 104.46
	8459	CBIZ BENEFITS & INSURANCE	645142	06/11/2025	NONE		354-14001-000-0000 00	OTHER PREPAYMENTS	2025 UMBRELLA	\$ 130.58
	8459	CBIZ BENEFITS & INSURANCE	645142	06/11/2025	NONE		356-14001-000-0000 00	OTHER PREPAYMENTS	2025 UMBRELLA	\$ 130.58
	8459	CBIZ BENEFITS & INSURANCE	645142	06/11/2025	NONE		244-14001-000-0000 00	OTHER PREPAYMENTS	2025 UMBRELLA	\$ 130.58
	8459	CBIZ BENEFITS & INSURANCE	645142	06/11/2025	NONE		352-14001-000-0000 00	OTHER PREPAYMENTS	2025 UMBRELLA	\$ 261.15
	8459	CBIZ BENEFITS & INSURANCE	645142	06/11/2025	NONE		243-14001-000-0000 00	OTHER PREPAYMENTS	2025 UMBRELLA	\$ 914.03
	8459	CBIZ BENEFITS & INSURANCE	645142	06/11/2025	NONE		461-14001-000-0000 00	OTHER PREPAYMENTS	2025 UMBRELLA	\$ 1,044.61
	8459	CBIZ BENEFITS & INSURANCE	645142	06/11/2025	NONE		465-14001-000-0000 00	OTHER PREPAYMENTS	2025 UMBRELLA	\$ 1,488.57
	8459	CBIZ BENEFITS & INSURANCE	645142	06/11/2025	NONE		460-14001-000-0000 00	OTHER PREPAYMENTS	2025 UMBRELLA	\$ 1,566.91
	8459	CBIZ BENEFITS & INSURANCE	645142	06/11/2025	NONE		591-14001-000-0000 00	OTHER PREPAYMENTS	2025 UMBRELLA	\$ 3,466.00
	8459	CBIZ BENEFITS & INSURANCE	645142	06/11/2025	NONE		590-14001-000-0000 00	OTHER PREPAYMENTS	2025 UMBRELLA	\$ 3,539.00
	8459	CBIZ BENEFITS & INSURANCE	645142	06/11/2025	NONE		100-14001-000-0000 00	OTHER PREPAYMENTS	2025 UMBRELLA	\$ 26,576.57
CHECK TOTAL FOR CHECK NUMBER 191525										\$ 39,434.00
191526; 06/26/2025; Outstanding; null										
	8459	CBIZ BENEFITS & INSURANCE	645163	06/12/2025	NONE		100-14001-000-0000 00	OTHER PREPAYMENTS	2025 CYBER	\$ 44,000.00
CHECK TOTAL FOR CHECK NUMBER 191526										\$ 44,000.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191527; 06/26/2025; Outstanding; null										
	8459	CBIZ BENEFITS & INSURANCE	645566	06/16/2025	NONE		460-14001-000-0000 00	OTHER PREPAYMENTS	2025 INLAND MARINE	\$ 1,710.86
	8459	CBIZ BENEFITS & INSURANCE	645566	06/16/2025	NONE		461-14001-000-0000 00	OTHER PREPAYMENTS	2025 INLAND MARINE	\$ 2,490.47
	8459	CBIZ BENEFITS & INSURANCE	645566	06/16/2025	NONE		590-14001-000-0000 00	OTHER PREPAYMENTS	2025 INLAND MARINE	\$ 3,710.45
	8459	CBIZ BENEFITS & INSURANCE	645566	06/16/2025	NONE		591-14001-000-0000 00	OTHER PREPAYMENTS	2025 INLAND MARINE	\$ 4,116.94
	8459	CBIZ BENEFITS & INSURANCE	645566	06/16/2025	NONE		100-14001-000-0000 00	OTHER PREPAYMENTS	2025 INLAND MARINE	\$ 11,659.28
CHECK TOTAL FOR CHECK NUMBER 191527										\$ 23,688.00
191528; 06/26/2025; Outstanding; null										
	8459	CBIZ BENEFITS & INSURANCE	645567	06/16/2025	NONE		244-14001-000-0000 00	OTHER PREPAYMENTS	2025 PROPERTY	\$ 1,463.96
	8459	CBIZ BENEFITS & INSURANCE	645567	06/16/2025	NONE		460-14001-000-0000 00	OTHER PREPAYMENTS	2025 PROPERTY	\$ 11,264.06
	8459	CBIZ BENEFITS & INSURANCE	645567	06/16/2025	NONE		461-14001-000-0000 00	OTHER PREPAYMENTS	2025 PROPERTY	\$ 13,718.11
	8459	CBIZ BENEFITS & INSURANCE	645567	06/16/2025	NONE		465-14001-000-0000 00	OTHER PREPAYMENTS	2025 PROPERTY	\$ 33,917.39
	8459	CBIZ BENEFITS & INSURANCE	645567	06/16/2025	NONE		100-14001-000-0000 00	OTHER PREPAYMENTS	2025 PROPERTY	\$ 47,504.30
	8459	CBIZ BENEFITS & INSURANCE	645567	06/16/2025	NONE		590-14001-000-0000 00	OTHER PREPAYMENTS	2025 PROPERTY	\$ 47,989.72
	8459	CBIZ BENEFITS & INSURANCE	645567	06/16/2025	NONE		591-14001-000-0000 00	OTHER PREPAYMENTS	2025 PROPERTY	\$ 69,142.46
CHECK TOTAL FOR CHECK NUMBER 191528										\$ 225,000.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191529; 06/26/2025; Outstanding; null										
	8459	CBIZ BENEFITS & INSURANCE	645568	06/16/2025	NONE		595-14001-000-0000 00	OTHER PREPAYMENTS	2025 CRIME	\$ 5.63
	8459	CBIZ BENEFITS & INSURANCE	645568	06/16/2025	NONE		351-14001-000-0000 00	OTHER PREPAYMENTS	2025 CRIME	\$ 7.26
	8459	CBIZ BENEFITS & INSURANCE	645568	06/16/2025	NONE		354-14001-000-0000 00	OTHER PREPAYMENTS	2025 CRIME	\$ 9.07
	8459	CBIZ BENEFITS & INSURANCE	645568	06/16/2025	NONE		356-14001-000-0000 00	OTHER PREPAYMENTS	2025 CRIME	\$ 9.07
	8459	CBIZ BENEFITS & INSURANCE	645568	06/16/2025	NONE		244-14001-000-0000 00	OTHER PREPAYMENTS	2025 CRIME	\$ 9.07
	8459	CBIZ BENEFITS & INSURANCE	645568	06/16/2025	NONE		352-14001-000-0000 00	OTHER PREPAYMENTS	2025 CRIME	\$ 18.15
	8459	CBIZ BENEFITS & INSURANCE	645568	06/16/2025	NONE		243-14001-000-0000 00	OTHER PREPAYMENTS	2025 CRIME	\$ 63.51
	8459	CBIZ BENEFITS & INSURANCE	645568	06/16/2025	NONE		461-14001-000-0000 00	OTHER PREPAYMENTS	2025 CRIME	\$ 72.58
	8459	CBIZ BENEFITS & INSURANCE	645568	06/16/2025	NONE		465-14001-000-0000 00	OTHER PREPAYMENTS	2025 CRIME	\$ 103.43
	8459	CBIZ BENEFITS & INSURANCE	645568	06/16/2025	NONE		460-14001-000-0000 00	OTHER PREPAYMENTS	2025 CRIME	\$ 108.87
	8459	CBIZ BENEFITS & INSURANCE	645568	06/16/2025	NONE		591-14001-000-0000 00	OTHER PREPAYMENTS	2025 CRIME	\$ 240.83
	8459	CBIZ BENEFITS & INSURANCE	645568	06/16/2025	NONE		590-14001-000-0000 00	OTHER PREPAYMENTS	2025 CRIME	\$ 245.91
	8459	CBIZ BENEFITS & INSURANCE	645568	06/16/2025	NONE		100-14001-000-0000 00	OTHER PREPAYMENTS	2025 CRIME	\$ 1,846.62
CHECK TOTAL FOR CHECK NUMBER 191529										\$ 2,740.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191530; 06/26/2025; Outstanding; null										
General Legal Fees	8654	CUNNINGHAM, VOGEL & ROST PC	70571	05/31/2025	ADMINISTRATI ON		100-55005-111-00000 0	LEGAL FEES	General Legal Fees	\$ 6,276.00
Railroad Contract Dispute Legal Fees	8654	CUNNINGHAM, VOGEL & ROST PC	70572	05/31/2025	ADMINISTRATI ON		100-55005-111-00000 0	LEGAL FEES	Railroad Contract Dispute Legal Fees	\$ 13,556.86
CHECK TOTAL FOR CHECK NUMBER 191530										\$ 19,832.86
191531; 06/26/2025; Outstanding; null										
	8799	CORE & MAIN LP	X169441	06/16/2025	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Hymax Grip Swivel Joint	\$ 1,678.05
	8799	CORE & MAIN LP	X123815	06/13/2025	UTILITIES		590-13001-000-0000 00	INVENTORY- MATERIALS/ SUPPLIES	Inventory Part - #012	\$ 4,388.40
	8799	CORE & MAIN LP	X123864	06/13/2025	UTILITIES		590-13001-000-0000 00	INVENTORY- MATERIALS/ SUPPLIES	Inventory Part - #023	\$ 4,666.68
CHECK TOTAL FOR CHECK NUMBER 191531										\$ 10,733.13
191532; 06/26/2025; Outstanding; null										
	8846	CIVIC PLUS INC	334399	06/01/2025	ADMINISTRATI ON		100-53032-111-00000 0	OUTSIDE PRINTING	Supplement No. 24 to the City Code of Ordinances	\$ 4,781.10
CHECK TOTAL FOR CHECK NUMBER 191532										\$ 4,781.10
191533; 06/26/2025; Outstanding; null										
	9200	SUPERCO SPECIALTY PRODUCTS INC	PSI619749	05/31/2025	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	Vehicle Maintenance	\$ 413.25
	9200	SUPERCO SPECIALTY PRODUCTS INC	PSI619263	05/28/2025	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	Vehicle Maintenance	\$ 701.95
CHECK TOTAL FOR CHECK NUMBER 191533										\$ 1,115.20
191534; 06/26/2025; Outstanding; null										
	999999	Cloud Nine Aerial Arts LLC	2471414	06/17/2025	PARKS & RECREATION		465-44055-000-0000 00	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,065.00
CHECK TOTAL FOR CHECK NUMBER 191534										\$ 1,065.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191535; 06/26/2025; Outstanding; null										
	999999	Dinesh Kushangi	2473067	06/19/2025	PARKS & RECREATION		465-44055-000-0000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,609.17
CHECK TOTAL FOR CHECK NUMBER 191535										\$ 1,609.17
191536; 06/26/2025; Outstanding; null										
	5518	GREGORY R ARNOLD	6-27-2025	06/24/2025	POLICE		100-55041-501-0000	CONTRACT LABOR	Payroll 6-27-25 (5/24-6/6, 6/7-6/21)	\$ 2,034.14
CHECK TOTAL FOR CHECK NUMBER 191536										\$ 2,034.14
191537; 06/26/2025; Outstanding; null										
	6207	KRISTAN SMITHMIER	6-27-2025	06/24/2025	POLICE		100-55041-501-0000	CONTRACT LABOR	Payroll 6-27-25 (5/24-6/6, 6/7-6/21)	\$ 1,861.43
CHECK TOTAL FOR CHECK NUMBER 191537										\$ 1,861.43
191538; 06/26/2025; Outstanding; null										
2025 Youth and Adult Officiating Services	9209	LIBERTY SPORTS OFFICIALS	SUMMER 15-2025	06/18/2025	PARKS & REC-PO		461-55041-451-00000	CONTRACT LABOR	2025 sports official services	\$ 13,540.00
CHECK TOTAL FOR CHECK NUMBER 191538										\$ 13,540.00
Grand Total:										\$ 1,698,158.15

Notes :

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

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

July 4, 2025

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 07/03/2025 and 07/04/2025;

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										
191539; 07/04/2025; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	47734332020	07/02/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession Beverages and supplies for Sports Complex and LCC Vending	\$ 2,193.90
CHECK TOTAL FOR CHECK NUMBER 191539										\$ 2,193.90
191540; 07/04/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10114578	05/16/2025	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 23.90
CHECK TOTAL FOR CHECK NUMBER 191540										\$ 23.90
191541; 07/04/2025; Outstanding; null										
	102	ANTHEM SPORTS, LLC	425188	04/08/2025	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Soccer nets	\$ 1,746.51
	102	ANTHEM SPORTS, LLC	427471	04/30/2025	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Pitching Machine	\$ 3,621.89
CHECK TOTAL FOR CHECK NUMBER 191541										\$ 5,368.40
191542; 07/04/2025; Outstanding; null										
	130	TANDEM PAVING COMPANY INC	9139-383R	05/22/2025	PARKS & REC-PO		460-57025-403-000000	TRAILS MAINTENANCE	TRAIL REPAIRS- NO PO	\$ 1,000.00
	130	TANDEM PAVING COMPANY INC	9139-383R	05/22/2025	PARKS & REC-PO		460-57025-403-000000	TRAILS MAINTENANCE	Trail repairs and overlay at Capitol Federal Sports Complex	\$ 42,103.50
CHECK TOTAL FOR CHECK NUMBER 191542										\$ 43,103.50
191543; 07/04/2025; Outstanding; null										
	151	WORLD FUEL SERVICES CORP	7844054	06/27/2025	PUBLIC WORKS		100-53000-203-000000	GENERAL SUPPLIES	St Fuel	\$ 3,017.30
CHECK TOTAL FOR CHECK NUMBER 191543										\$ 3,017.30

**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										
191544; 07/04/2025; Outstanding; null										
	243	METROPOLITAN TELECOMM	0100531062-415-	06/15/2025	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	mettel pots lines	\$ 1,365.87
CHECK TOTAL FOR CHECK NUMBER 191544										\$ 1,365.87
191545; 07/04/2025; Outstanding; null										
	314	RICOH USA, INC	40519819	05/21/2025	COURT		100-53031-116-000000	COPIER LEASE & USAGE	PERIODIC PAYMENT	\$ 105.53
	314	RICOH USA, INC	109287154	06/20/2025	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	Records Lease - July	\$ 153.81
CHECK TOTAL FOR CHECK NUMBER 191545										\$ 259.34
191546; 07/04/2025; Outstanding; null										
	364	DELL TECHNOLOGIES INC.	10814898350	05/14/2025	FIRE		100-53013-301-000000	RADIO SUPPLIES	Replacement Laptops	\$ 6,077.90
CHECK TOTAL FOR CHECK NUMBER 191546										\$ 6,077.90
191547; 07/04/2025; Outstanding; null										
	367	CLINICAL COUNSELING ASSOC	06302025	06/30/2025	HR & RISK MGMT		100-52998-160-000000	EMPLOYEE ASSISTANCE PROGRAM	Citywide Services	\$ 2,250.00
CHECK TOTAL FOR CHECK NUMBER 191547										\$ 2,250.00
191548; 07/04/2025; Outstanding; null										
	369	ROOTX	86588	06/26/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Grease-X Jet	\$ 2,053.00
CHECK TOTAL FOR CHECK NUMBER 191548										\$ 2,053.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191549; 07/04/2025; Outstanding; null										
	391	LINEAGE MAILING SERVICES	305370	06/30/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 60.82
	391	LINEAGE MAILING SERVICES	305370	06/30/2025	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 60.82
	391	LINEAGE MAILING SERVICES	305369	06/26/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 67.00
	391	LINEAGE MAILING SERVICES	305369	06/26/2025	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 67.01
	391	LINEAGE MAILING SERVICES	305370	06/30/2025	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 178.08
	391	LINEAGE MAILING SERVICES	305370	06/30/2025	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 178.08
	391	LINEAGE MAILING SERVICES	305369	06/26/2025	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 203.52
	391	LINEAGE MAILING SERVICES	305369	06/26/2025	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 203.52
	391	LINEAGE MAILING SERVICES	305373	06/30/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 398.55
	391	LINEAGE MAILING SERVICES	305373	06/30/2025	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 398.56
	391	LINEAGE MAILING SERVICES	305372	06/26/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 533.70
	391	LINEAGE MAILING SERVICES	305372	06/26/2025	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 533.70
	391	LINEAGE MAILING SERVICES	305373	06/30/2025	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 1,023.00
	391	LINEAGE MAILING SERVICES	305373	06/30/2025	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 1,023.01
	391	LINEAGE MAILING SERVICES	305372	06/26/2025	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 1,144.16
	391	LINEAGE MAILING SERVICES	305372	06/26/2025	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 1,144.17

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191549; 07/04/2025; Outstanding; null										
CHECK TOTAL FOR CHECK NUMBER 191549										\$ 7,217.70
191550; 07/04/2025; Outstanding; null										
	460	STRATUS BUILDING SOLUTIONS	7804769	07/01/2025	PARKS & REC-PO		465-55041-420-000000	CONTRACT LABOR	3rd Shift Contractual Custodial Services 2025	\$ 4,515.00
CHECK TOTAL FOR CHECK NUMBER 191550										\$ 4,515.00
191551; 07/04/2025; Outstanding; null										
June 2025 Open and Close	566	LEINTZ LAWN & CONSTRUCTION	2596	07/02/2025	CEMETERY MAINTENANC	June 2025 Open and Close	247-55041-204-000000	CONTRACT LABOR	Open & Close Services	\$ 400.00
CHECK TOTAL FOR CHECK NUMBER 191551										\$ 400.00
191552; 07/04/2025; Outstanding; null										
	582	MIDWAY FORD TRUCK CENTER INC	R100482849:01	07/01/2025	PARKS & RECREATION		100-57009-482-000000	VEHICLE MAINTENANCE	Power seat	\$ 263.25
CHECK TOTAL FOR CHECK NUMBER 191552										\$ 263.25
191553; 07/04/2025; Outstanding; null										
	610	FNF PETROLEUM	IFNF19739	06/30/2025	PARKS & RECREATION		461-57001-451-000000	VEHICLE FUEL	fuel	\$ 2,710.00
CHECK TOTAL FOR CHECK NUMBER 191553										\$ 2,710.00
191554; 07/04/2025; Outstanding; null										
	612	SKYLAR ANDERSON	7/2/2025	07/02/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 16.00
CHECK TOTAL FOR CHECK NUMBER 191554										\$ 16.00
191555; 07/04/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	7/2/2025	07/02/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 289.00
CHECK TOTAL FOR CHECK NUMBER 191555										\$ 289.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191556; 07/04/2025; Outstanding; null										
	641	PITTMAN SUPPORT SERVICES, LLC	25-006	07/01/2025	FINANCE		100-55041-111-00000	CONTRACT LABOR	Admin	\$ 45.00
	641	PITTMAN SUPPORT SERVICES, LLC	25-006	07/01/2025	FINANCE		100-55041-130-00000	CONTRACT LABOR	June 2025	\$ 4,860.00
CHECK TOTAL FOR CHECK NUMBER 191556										\$ 4,905.00
191557; 07/04/2025; Outstanding; null										
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2902	06/23/2025	ANIMAL CTRL-PO		100-57019-160-00000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	\$ 1,487.00
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2907	06/24/2025	PARKS & REC-PO		100-57019-160-00000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	\$ 4,549.00
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2769	05/06/2025	PUB WRKS-PO		100-57019-160-00000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	\$ 406.50
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2904	06/23/2025	UTILITIES-PO		100-57019-160-00000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	\$ 967.66
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2904	06/23/2025	UTILITIES-PO		100-57019-160-00000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	\$ 967.67
CHECK TOTAL FOR CHECK NUMBER 191557										\$ 8,377.83
191558; 07/04/2025; Outstanding; null										
	696	JANI-KING OF KANSAS CITY	KSC06250666	06/27/2025	PARKS & RECREATION		465-44055-000-00000	MEETING ROOM RENTAL	18 cleanings for June 2025	\$ 1,350.00
CHECK TOTAL FOR CHECK NUMBER 191558										\$ 1,350.00
191559; 07/04/2025; Outstanding; null										
	713	KOHL WHOLESALE INC	1328624	07/01/2025	PARKS & REC-PO		461-53005-451-00000	CONCESSION SUPPLIES	Concession food and supplies for Sports Complex	\$ 3,164.75
CHECK TOTAL FOR CHECK NUMBER 191559										\$ 3,164.75
191560; 07/04/2025; Outstanding; null										
	722	STANARD & ASSOCIATES, INC.	SA000061820	06/27/2025	POLICE		100-55007-501-00000	TESTING FEES	Police Tests	\$ 2,205.00
CHECK TOTAL FOR CHECK NUMBER 191560										\$ 2,205.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191561; 07/04/2025; Outstanding; null										
	723	LIFE-ASSIST, INC	1612498	06/24/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 114.00
CHECK TOTAL FOR CHECK NUMBER 191561										\$ 114.00
191562; 07/04/2025; Outstanding; null										
	743	ENVIRONMENTAL PROCESS EQUIP CO	06242501	06/24/2025	UTILITIES		593-70005-902-000000	PLANT CAPITAL REPLACEMENTS	WWTP - Fine Screen for MBT2	\$ 14,196.00
CHECK TOTAL FOR CHECK NUMBER 191562										\$ 14,196.00
191563; 07/04/2025; Outstanding; null										
	781	TEKLAB, INC.	329073	06/30/2025	UTILITIES-PO		591-55020-902-000000	LAB FEES	Lab Fees	\$ 436.40
CHECK TOTAL FOR CHECK NUMBER 191563										\$ 436.40
191564; 07/04/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-21400	05/13/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	Oil Change	\$ 40.58
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-21426	05/14/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	203 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-22910	06/30/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	210 Oil Change	\$ 46.98
CHECK TOTAL FOR CHECK NUMBER 191564										\$ 134.54
191565; 07/04/2025; Outstanding; null										
	952	BRAYLON STEGALL	7/2/2025	07/02/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 191565										\$ 80.00
191566; 07/04/2025; Outstanding; null										
	954	BRUNGARDT HONOMICHL & CO, P.A.	48467	05/21/2025	PARKS & REC-PO		353-70011-403-000000	TRAIL DESIGN AND COSTING	FEMA study and park trail design Canterbury to Homestead Greenway	\$ 2,325.00
CHECK TOTAL FOR CHECK NUMBER 191566										\$ 2,325.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191567; 07/04/2025; Outstanding; null										
	954	BRUNGARDT HONOMICHL & CO, P.A.	48704	06/19/2025	PARK SLS TX-PO		353-70011-403-000000	TRAIL DESIGN AND COSTING	FEMA study and park trail design Canterbury to Homestead Greenway	\$ 4,950.00
CHECK TOTAL FOR CHECK NUMBER 191567										\$ 4,950.00
191568; 07/04/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00031499	06/26/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Manor Subdivision	\$ 626.88
	957	VANCE BROTHERS, LLC	IG00031463	06/25/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Manor Subdivision	\$ 750.63
CHECK TOTAL FOR CHECK NUMBER 191568										\$ 1,377.51
191569; 07/04/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00031425	06/24/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Manor Subdivision	\$ 750.63
CHECK TOTAL FOR CHECK NUMBER 191569										\$ 750.63
191570; 07/04/2025; Outstanding; null										
	963	T-MOBILE USA INC.	6.2025	06/22/2025	POLICE		100-57030-512-000000	SOFTWARE MAINTENANCE	June	\$ 355.84
CHECK TOTAL FOR CHECK NUMBER 191570										\$ 355.84
191571; 07/04/2025; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	8509236	06/27/2025	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 360.00
CHECK TOTAL FOR CHECK NUMBER 191571										\$ 360.00
191572; 07/04/2025; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	8509250	06/28/2025	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 630.00
CHECK TOTAL FOR CHECK NUMBER 191572										\$ 630.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191573; 07/04/2025; Outstanding; null										
	965	MITCHELL A DECKER	1024	07/01/2025	UTILITIES-PO		591-55041-902-0000 00	CONTRACT LABOR	WWTP Admin Building & Bottom	\$ 1,173.32
	965	MITCHELL A DECKER	1024	07/01/2025	UTILITIES-PO		590-55041-802-0000 00	CONTRACT LABOR	WTP, Nashua Tower, Gordon Towe, Lee Chemical, Outfall Road	\$ 2,382.24
CHECK TOTAL FOR CHECK NUMBER 191573										\$ 3,555.56
191574; 07/04/2025; Outstanding; null										
	967	GREAT RIVER ASSOCIATES INC	21434	06/17/2025	PUB WRKS-PO		352-57034-201-0000 00	TRAFFIC SIGNAL UPGRADES	Funding for Material Testing	\$ 1,710.00
CHECK TOTAL FOR CHECK NUMBER 191574										\$ 1,710.00
191575; 07/04/2025; Outstanding; null										
	978	P&P DEVELOPMENT, LLC	JUNE/JULY 2025	07/01/2025	POLICE		100-55044-501-0000 00	MISCELLANEOUS FEES	Barricade Storage (June/July 2025)	\$ 220.00
CHECK TOTAL FOR CHECK NUMBER 191575										\$ 220.00
191576; 07/04/2025; Outstanding; null										
	984	OWN, INC.	135381	06/12/2025	PUB WRKS-PO		354-59026-610-0000 00	MISCELLANEOUS EXPENSES	Geotechnical investigation associated with City Hall Police Addition	\$ 23,355.00
CHECK TOTAL FOR CHECK NUMBER 191576										\$ 23,355.00
191577; 07/04/2025; Outstanding; null										
	1003	BRYLEE STEGALL	7/2/2025	07/02/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 16.00
CHECK TOTAL FOR CHECK NUMBER 191577										\$ 16.00
191578; 07/04/2025; Outstanding; null										
	1009	LILLIAN BRYANT	7/2/2025	07/02/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 96.00
CHECK TOTAL FOR CHECK NUMBER 191578										\$ 96.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191579; 07/04/2025; Outstanding; null										
	1012	LAUREN MICHELLE PARKS	20250627	06/27/2025	HR & RISK MGMT		100-54004-140-00000	EMPLOYEE ISSUES & FUNCTIONS	Chair Yoga Class	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 191579										\$ 100.00
191580; 07/04/2025; Outstanding; null										
	1014	MGA SCULPTURE STUDIO, LLC	0620251	06/20/2025	TRANSIENT GUEST TAX		244-60000-119-00000	MINOR EQUIPMENT	Concept Development & Presentation	\$ 1,500.00
CHECK TOTAL FOR CHECK NUMBER 191580										\$ 1,500.00
191581; 07/04/2025; Outstanding; null										
	1015	BRAM WIJNANDS	1	06/21/2025	TRANSIENT GUEST TAX		244-53026-119-00000	MAKE MUSIC DAY-SUPPLIES	Performance Make Music Day	\$ 500.00
CHECK TOTAL FOR CHECK NUMBER 191581										\$ 500.00
191582; 07/04/2025; Outstanding; null										
	1059	CLAY CO RECORDER	20250015786	07/01/2025	PLANNING & DVLP		100-55016-150-00000	RECORDING FEES	Recording Homestead Hills 7.1.2025	\$ 138.00
CHECK TOTAL FOR CHECK NUMBER 191582										\$ 138.00
191583; 07/04/2025; Outstanding; null										
	1743	KONE ELEVATOR INC	871733807	07/01/2025	PARKS & RECREATION		465-57019-420-00000	BUILDING MAINTENANCE	Quarterly Maintenance Agreement	\$ 849.96
CHECK TOTAL FOR CHECK NUMBER 191583										\$ 849.96
191584; 07/04/2025; Outstanding; null										
	1758	GEORGE BUTLER ASSOC INC	87937	06/20/2025	PUB WRKS-PO		354-59016-610-SLPRAB	FUTURE USE STUDY	Contract for Engineering Services	\$ 3,409.00
CHECK TOTAL FOR CHECK NUMBER 191584										\$ 3,409.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191585; 07/04/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85814552	06/19/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 113.03
	2300	BOUND TREE MEDICAL LLC	85822480	06/26/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 113.03
	2300	BOUND TREE MEDICAL LLC	85797277	06/05/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 358.11
	2300	BOUND TREE MEDICAL LLC	85809332	06/16/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,205.88
CHECK TOTAL FOR CHECK NUMBER 191585										\$ 1,790.05
191586; 07/04/2025; Outstanding; null										
	2759	PUBLIC WATER DIST #5	5/8-6/8/25	06/24/2025	FINANCE		591-57005-902-000000	WATER PLANT MAINTENANCE	Water Service	\$ 49.28
	2759	PUBLIC WATER DIST #5	5/8/25-6/8/25	06/24/2025	FINANCE		590-55036-802-000000	WATER PURCHASES-KANSAS CITY	Water Service	\$ 261.14
CHECK TOTAL FOR CHECK NUMBER 191586										\$ 310.42
191587; 07/04/2025; Outstanding; null										
	2767	K C WINWATER WORKS CO	346372-01	06/20/2025	UTILITIES		591-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part #512	\$ 134.00
	2767	K C WINWATER WORKS CO	343295-02	06/20/2025	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #270	\$ 1,170.00
	2767	K C WINWATER WORKS CO	346275-01	06/20/2025	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #306,#263,#225	\$ 2,699.00
CHECK TOTAL FOR CHECK NUMBER 191587										\$ 4,003.00
191588; 07/04/2025; Outstanding; null										
	2795	BARTS ELECTRIC CO INC	30190	04/30/2025	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Light repairs above the therapy pools	\$ 554.04
CHECK TOTAL FOR CHECK NUMBER 191588										\$ 554.04

**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										
191589; 07/04/2025; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281298182	06/30/2025	PARKS & RECREATION		465-57018-420-000000	MISC EQUIPMENT MAINT	Facility mats 6.30.25	\$ 123.90
CHECK TOTAL FOR CHECK NUMBER 191589										\$ 123.90
191590; 07/04/2025; Outstanding; null										
	3134	MEALS ON WHEELS	062025	06/30/2025	PARKS & RECREATION		100-53025-480-000000	MEALS ON WHEELS	June MARC meals	\$ 1,605.50
CHECK TOTAL FOR CHECK NUMBER 191590										\$ 1,605.50
191591; 07/04/2025; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	585083	06/25/2025	FIRE		100-53033-301-000000	SCBA SUPPLIES	SCBA pull straps	\$ 372.05
CHECK TOTAL FOR CHECK NUMBER 191591										\$ 372.05
191592; 07/04/2025; Outstanding; null										
	4393	MO ONE CALL SYSTEM INC	5060222	06/30/2025	UTILITIES		591-55002-901-000000	MISSOURI ONE CALL FEE	Locates - June 2025	\$ 444.15
	4393	MO ONE CALL SYSTEM INC	5060222	06/30/2025	UTILITIES		590-55002-801-000000	MISSOURI ONE CALL FEE	Locates - June 2025	\$ 444.15
CHECK TOTAL FOR CHECK NUMBER 191592										\$ 888.30
191593; 07/04/2025; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	7/2/2025	07/02/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 38.00
CHECK TOTAL FOR CHECK NUMBER 191593										\$ 38.00
191594; 07/04/2025; Outstanding; null										
	4477	GENES TIRE & SERVICE CENTER	101438	06/30/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	Flat Repair	\$ 28.00
CHECK TOTAL FOR CHECK NUMBER 191594										\$ 28.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191595; 07/04/2025; Outstanding; null										
	4656	ANCHOR TRUCKING SERVICE INC	25-10404	06/27/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Hauling Equipment - Mississippi St Project	\$ 400.00
CHECK TOTAL FOR CHECK NUMBER 191595										\$ 400.00
191596; 07/04/2025; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	31317	06/15/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 187.20
	4693	LIBERTY AGGREGATES LLC	31317	06/15/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 187.20
	4693	LIBERTY AGGREGATES LLC	31317	06/15/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Rock - Mississippi St Project	\$ 994.17
CHECK TOTAL FOR CHECK NUMBER 191596										\$ 1,368.57
191597; 07/04/2025; Outstanding; null										
	4807	GENE'S CLEANERS	6-22-25	06/22/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniform cleaning	\$ 70.00
CHECK TOTAL FOR CHECK NUMBER 191597										\$ 70.00
191598; 07/04/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23807	06/21/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23790	06/23/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
CHECK TOTAL FOR CHECK NUMBER 191598										\$ 90.00
191599; 07/04/2025; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0042365	07/01/2025	PUBLIC WORKS		100-57019-203-000000	BUILDING MAINTENANCE	ST Alarm Monitoring	\$ 24.95
CHECK TOTAL FOR CHECK NUMBER 191599										\$ 24.95
191600; 07/04/2025; Outstanding; null										
	5066	TYLER TECHNOLOGIES-INCODE DIV	025-514919	07/01/2025	TECH & LOGISTICS		100-57030-170-000000	SOFTWARE MAINTENANCE	court online	\$ 175.00
CHECK TOTAL FOR CHECK NUMBER 191600										\$ 175.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191601; 07/04/2025; Outstanding; null										
	5257	NATHAN JONES	7/2/2025	07/02/2025	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		\$ 52.00
	5257	NATHAN JONES	7/2/2025	07/02/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 152.00
CHECK TOTAL FOR CHECK NUMBER 191601										\$ 204.00
191602; 07/04/2025; Outstanding; null										
	5267	G W VAN KEPPEL CO	SWO150781-1	05/30/2025	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Volvo Excavator Compressor Repair	\$ 2,633.41
	5267	G W VAN KEPPEL CO	SWO150781-1	05/30/2025	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	Volvo Excavator Compressor Repair	\$ 2,633.41
CHECK TOTAL FOR CHECK NUMBER 191602										\$ 5,266.82
191603; 07/04/2025; Outstanding; null										
	5294	CYNTHIA MATNEY	7/12-7/18/25	06/30/2025	FINANCE		100-54000-170-000000	TRAINING TRAVEL	ESRI User Conf	\$ 586.44
CHECK TOTAL FOR CHECK NUMBER 191603										\$ 586.44
191604; 07/04/2025; Outstanding; null										
	5460	VALVOLINE LLC	103110	06/26/2025	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Serviced Vehicle #124	\$ 17.49
	5460	VALVOLINE LLC	103110	06/26/2025	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Serviced Vehicle #124	\$ 17.50
	5460	VALVOLINE LLC	102045	06/11/2025	UTILITIES		591-57009-902-000000	VEHICLE MAINTENANCE	Serviced Vehicle #192	\$ 34.99
	5460	VALVOLINE LLC	103108	06/26/2025	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Serviced Vehicle #403	\$ 34.99
CHECK TOTAL FOR CHECK NUMBER 191604										\$ 104.97
191605; 07/04/2025; Outstanding; null										
	5626	WEX BANK	105723397	06/30/2025	NONE		100-12023-000-000000	INVENTORY-GASOLINE		\$ 32,254.53
CHECK TOTAL FOR CHECK NUMBER 191605										\$ 32,254.53

**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										
191606; 07/04/2025; Outstanding; null										
	5719	INNOVATIVE CONCESSIONS	3051000038	06/27/2025	PARKS & RECREATION		461-53005-451-0000 00	CONCESSION SUPPLIES	Dippin Dots - Sports Complex Concessions	\$ 748.80
CHECK TOTAL FOR CHECK NUMBER 191606										\$ 748.80
191607; 07/04/2025; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD106510	06/26/2025	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Hydrated Lime	\$ 10,045.11
CHECK TOTAL FOR CHECK NUMBER 191607										\$ 10,045.11
191608; 07/04/2025; Outstanding; null										
	5767	BRENNTAG MID-SOUTH INC	BMS958175	06/25/2025	UTILITIES		590-53009-802-0000 00	CHEMICALS	WTP - Chemicals	\$ 8,514.36
CHECK TOTAL FOR CHECK NUMBER 191608										\$ 8,514.36
191609; 07/04/2025; Outstanding; null										
	5824	UNION PACIFIC RAILROAD COMPANY	90146760	06/09/2025	PUB WRKS-PO		352-57035-201-0000 00	BRIDGE MAINT REPLC PROJ	Preliminary Engineering Services - review by Union Pacific Railroad	\$ 4,784.35
CHECK TOTAL FOR CHECK NUMBER 191609										\$ 4,784.35
191610; 07/04/2025; Outstanding; null										
	6013	STACO ELECTRIC CONSTRUCTION CO	50570	06/18/2025	IT-PO		100-20003-000-0000 00	RETAINAGE PAYABLE	RETAINAGE	\$ (2,297.40)
	6013	STACO ELECTRIC CONSTRUCTION CO	50570	06/18/2025	IT-PO		100-70002-170-0000 00	COMPUTER EQUIPMENT	Datacenter Relocate	\$ 22,974.00
CHECK TOTAL FOR CHECK NUMBER 191610										\$ 20,676.60
191611; 07/04/2025; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4223004	06/17/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 274.00
CHECK TOTAL FOR CHECK NUMBER 191611										\$ 274.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191612; 07/04/2025; Outstanding; null										
	6018	HDR ENGINEERING INC	1200728436-1	06/10/2025	PUB WRKS-PO		351-70023-201-000000	PROJECT CONTINGENCIES	MASTER PLAN	\$ 17,813.06
CHECK TOTAL FOR CHECK NUMBER 191612										\$ 17,813.06
191613; 07/04/2025; Outstanding; null										
	6034	WADE THOMAS	7/10-7/19/25	06/30/2025	FINANCE		100-54000-170-000000	TRAINING TRAVEL	ESRI User Conf	\$ 1,447.37
CHECK TOTAL FOR CHECK NUMBER 191613										\$ 1,447.37
191614; 07/04/2025; Outstanding; null										
Mowing Week of 6.30.25	6136	KITCHS LAWN CARE & LANDSCAPING	3024	07/02/2025	CEMETERY MNTCE-PO	Mowing Week of 6.30.25	247-57024-204-000000	MOWING CONTRACT	Professional Mowing, Trimming, and Edging Services	\$ 2,310.00
CHECK TOTAL FOR CHECK NUMBER 191614										\$ 2,310.00
191615; 07/04/2025; Outstanding; null										
	6174	MURPHY TRACTOR & EQUIPMENT CO	2456788	05/22/2025	UTILITIES-PO		593-70001-902-000000	CAPITAL EQUIPMENT	John Deere 444P Loader	\$ 183,891.00
CHECK TOTAL FOR CHECK NUMBER 191615										\$ 183,891.00
191616; 07/04/2025; Outstanding; null										
	6275	KIMBALL MIDWEST INC 1	103510627	06/27/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Misc Supplies	\$ 313.22
	6275	KIMBALL MIDWEST INC 1	103510627	06/27/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Supplies	\$ 313.23
CHECK TOTAL FOR CHECK NUMBER 191616										\$ 626.45
191617; 07/04/2025; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002371327	06/30/2025	FIRE		100-53009-302-000000	CHEMICALS	Fire oxygen	\$ 39.16
	6305	HELGET GAS PRODUCTS	0002991046	06/30/2025	FIRE		100-53009-302-000000	CHEMICALS	Fire oxygen	\$ 46.50
CHECK TOTAL FOR CHECK NUMBER 191617										\$ 85.66

**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										
191618; 07/04/2025; Outstanding; null										
	6320	CHUCK ANDERSON FORD INC	FOCS185111	03/29/2025	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	Complete vehicle check up - Unit 708	\$ 102.83
	6320	CHUCK ANDERSON FORD INC	FOCS185105	03/29/2025	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	Complete vehicle check up - Unit 720	\$ 108.33
	6320	CHUCK ANDERSON FORD INC	FOCS185108	03/29/2025	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	Complete vehicle check up - Unit 723	\$ 108.33
CHECK TOTAL FOR CHECK NUMBER 191618										\$ 319.49
191619; 07/04/2025; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	14370	06/26/2025	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	Monthly Pest Control	\$ 60.00
	6333	PROFESSIONAL PEST SOLUTIONS	14378	06/26/2025	PUBLIC WORKS		100-57019-203-000000	BUILDING MAINTENANCE	ST Pest Control June 2025	\$ 43.00
	6333	PROFESSIONAL PEST SOLUTIONS	14371	06/26/2025	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Pest Control - June 2025	\$ 22.50
	6333	PROFESSIONAL PEST SOLUTIONS	14371	06/26/2025	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Pest Control - June 2025	\$ 22.50
CHECK TOTAL FOR CHECK NUMBER 191619										\$ 148.00
191620; 07/04/2025; Outstanding; null										
	6420	BARKLEY ASPHALT CO INC	25-113	06/27/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Surface Asphalt - Mississippi St Project	\$ 8,480.00
CHECK TOTAL FOR CHECK NUMBER 191620										\$ 8,480.00
191621; 07/04/2025; Outstanding; null										
Garrison School Street Lighting Design-build project with Bl	6424	BLACK & MCDONALD ELECTRIC LLC	1	06/26/2025	PUB WRKS-PO		100-59026-160-000000	MISCELLANEOUS EXPENSES	Design-build maximum amount for design, supply, installation of street lighting	\$ 129,000.00
CHECK TOTAL FOR CHECK NUMBER 191621										\$ 129,000.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191622; 07/04/2025; Outstanding; null										
	6539	MARMIC FIRE & SAFETY CO INC	D339676	06/27/2025	PUBLIC WORKS		100-57019-202-000000	BUILDING MAINTENANCE	City Hall Fire Maintenance	\$ 284.00
CHECK TOTAL FOR CHECK NUMBER 191622										\$ 284.00
191623; 07/04/2025; Outstanding; null										
	6574	LUZICKA BALLET LLC	2489209	07/02/2025	PARKS & RECREATION		465-44055-000-000000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,022.50
CHECK TOTAL FOR CHECK NUMBER 191623										\$ 1,022.50
191624; 07/04/2025; Outstanding; null										
	6703	LIBERTY SOLAR, LLC	72	07/01/2025	NONE		591-56000-902-000000	ELECTRIC	SOLAR SERVICES	\$ 819.71
	6703	LIBERTY SOLAR, LLC	72	07/01/2025	NONE		461-56000-451-000000	ELECTRIC	SOLAR SERVICES	\$ 2,881.96
	6703	LIBERTY SOLAR, LLC	72	07/01/2025	NONE		590-56000-802-000000	ELECTRIC	SOLAR SERVICES	\$ 7,335.33
CHECK TOTAL FOR CHECK NUMBER 191624										\$ 11,037.00
191625; 07/04/2025; Outstanding; null										
	6763	MICHAEL S WIENANDS	7/2/2025	07/02/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 361.00
CHECK TOTAL FOR CHECK NUMBER 191625										\$ 361.00
191626; 07/04/2025; Outstanding; null										
	6939	TRANSYSTEMS	INV-0004883906	06/06/2025	PUB WRKS-PO		352-57034-201-000000	TRAFFIC SIGNAL UPGRADES	PW 291/BLUE JAY-STEWART	\$ 23,212.16
CHECK TOTAL FOR CHECK NUMBER 191626										\$ 23,212.16

**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										
191627; 07/04/2025; Outstanding; null										
	7080	HAPPY TIMES T SHIRT COMPANY	059114	06/03/2025	POLICE		100-60001-502-000000	NEIGHBORHOOD WTCH/JR ACADEMY	JPA T-Shirts	\$ 281.00
	7080	HAPPY TIMES T SHIRT COMPANY	059113	06/03/2025	POLICE		100-60001-502-000000	NEIGHBORHOOD WTCH/JR ACADEMY	JPA Polos and Hats	\$ 330.00
CHECK TOTAL FOR CHECK NUMBER 191627										\$ 611.00
191628; 07/04/2025; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC217607	06/18/2025	UTILITIES		591-60000-901-000000	MINOR EQUIPMENT	Return of Leader Hose Inv KCR000865	\$ (1,849.56)
	7275	KEY EQUIPMENT & SUPPLY CO	KC217607	06/18/2025	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	Return of Filter Inv KCR000585	\$ (601.29)
	7275	KEY EQUIPMENT & SUPPLY CO	KC217607	06/18/2025	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Accumulator - #185	\$ 3,507.67
CHECK TOTAL FOR CHECK NUMBER 191628										\$ 1,056.82
191629; 07/04/2025; Cleared; 07/04/2025										
Please deposit payment to Bradley Boones Commerce Bank acco	7562	BRADLEY JASON BOONE	084	06/16/2025	IT-CONTRACT		100-55041-170-000000	CONTRACT LABOR	Brad Boone - ISO	\$ 9,292.00
CHECK TOTAL FOR CHECK NUMBER 191629										\$ 9,292.00
191630; 07/04/2025; Outstanding; null										
	8397	REPUBLIC SERVICES #468	JUNE 2025	06/30/2025	NONE		595-55032-205-000000	REFUSE COLLECTION FEES	Recycling Collection	\$ 78,176.00
	8397	REPUBLIC SERVICES #468	JUNE 2025	06/30/2025	NONE		595-55032-205-000000	REFUSE COLLECTION FEES	Solid Waste Collection	\$ 127,036.00
CHECK TOTAL FOR CHECK NUMBER 191630										\$ 205,212.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191631; 07/04/2025; Outstanding; null										
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		100-56007-170-0000 00	MOBILE PHONES	Credit	\$ (27.00)
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		590-56007-803-0000 00	MOBILE PHONES	Water (Supply) Admin	\$ 36.56
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		100-56007-480-0000 00	MOBILE PHONES	Parks (ComSvc)	\$ 37.56
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		460-56007-403-0000 00	MOBILE PHONES	Parks (Maint)	\$ 74.12
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		591-56007-903-0000 00	MOBILE PHONES	Wasterwater (Admin)	\$ 74.80
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		465-56007-420-0000 00	MOBILE PHONES	Parks (LCC)	\$ 187.10
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		460-56007-400-0000 00	MOBILE PHONES	Parks (Admin)	\$ 225.01
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		100-56007-482-0000 00	MOBILE PHONES	Parks (Trans)	\$ 279.09
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		591-56007-131-00000 0	MOBILE PHONES	Utilities/Wastewater (Util Billing)	\$ 334.34

**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										
191631; 07/04/2025; Outstanding; null										
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		590-56007-802-0000 00	MOBILE PHONES	Water (Supply)	\$ 340.54
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		591-56007-902-0000 00	MOBILE PHONES	Wastewater (Treat)	\$ 347.29
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		100-56007-302-0000 00	MOBILE PHONES	Fire (EMS)	\$ 400.12
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		461-56007-451-0000 00	MOBILE PHONES	Parks (Sports)	\$ 593.70
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		100-57018-511-00000 0	MISC EQUIPMENT MAINT	PD	\$ 711.51
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		591-56007-901-0000 00	MOBILE PHONES	Wastewater (Maint)	\$ 866.69
Split across accounts according to the attached breakdown	8933	VERIZON	6115624881	06/09/2025	TECH & LOGISTICS		100-56007-170-0000 00	MOBILE PHONES	veriz	\$ 4,591.72
CHECK TOTAL FOR CHECK NUMBER 191631										\$ 9,073.15
191632; 07/04/2025; Outstanding; null										
	8966	ROAD RUNNER SAFETY SERVICES	00028928	06/15/2025	UTILITIES		592-70020-801-0000 00	CONSTRUCTION CONTRACT	Sign Rental - Mississippi St Project	\$ 2,590.05
CHECK TOTAL FOR CHECK NUMBER 191632										\$ 2,590.05

**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										
191633; 07/04/2025; Outstanding; null										
	999999	Lataja Llamas	2374820	06/26/2025	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Membership Refund - Became Employee	\$ 27.25
CHECK TOTAL FOR CHECK NUMBER 191633										\$ 27.25
191634; 07/04/2025; Outstanding; null										
	999999	Creative Movements	2483066	06/27/2025	PARKS & RECREATION		465-44055-000-0000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,085.00
CHECK TOTAL FOR CHECK NUMBER 191634										\$ 1,085.00
191635; 07/04/2025; Outstanding; null										
	999999	Vanessa Phalen	2484007	06/28/2025	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	TBall Refund - Double Charged	\$ 105.00
CHECK TOTAL FOR CHECK NUMBER 191635										\$ 105.00
191636; 07/04/2025; Outstanding; null										
	999999	LaTasha Harris	2484209	06/28/2025	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Room Rental Refund - Family Emergency	\$ 130.00
CHECK TOTAL FOR CHECK NUMBER 191636										\$ 130.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191637; 07/04/2025; Outstanding; null										
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-57019-300-0000 00	BUILDING MAINTENANCE	Fire station maint.	\$ 2.49
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-53000-300-0000 00	GENERAL SUPPLIES	Fire Honor Guard supplies	\$ 4.32
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	Fire #612 vehicle maint.	\$ 4.88
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-52008-301-0000 00	DETAIL ALLOWANCE	Fire detail reimbursement	\$ 5.18
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-57019-300-0000 00	BUILDING MAINTENANCE	Fire station maint.	\$ 7.17
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-52008-301-0000 00	DETAIL ALLOWANCE	Fire detail reimbursement	\$ 7.42
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-57019-300-0000 00	BUILDING MAINTENANCE	Fire station maint.	\$ 11.97
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-52008-301-0000 00	DETAIL ALLOWANCE	Fire detail reimbursement	\$ 12.06
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-52008-301-0000 00	DETAIL ALLOWANCE	Fire detail reimbursement	\$ 12.60
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-53007-300-0000 00	FOOD	Fire meeting supplies	\$ 22.36
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-53007-300-0000 00	FOOD	Fire promotional process supplies	\$ 22.36
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-52008-301-0000 00	DETAIL ALLOWANCE	Fire detail reimbursement	\$ 26.94
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-53000-300-0000 00	GENERAL SUPPLIES	Fire car seat	\$ 49.47
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniform shoe repair	\$ 104.67
	204	CITY OF LIBERTY PETTY CASH	07-02-2025	07/02/2025	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniform shoes	\$ 128.00
CHECK TOTAL FOR CHECK NUMBER 191637										\$ 421.89

**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										
Grand Total:										\$ 867,229.69

Notes :

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

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

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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				
477	100-10001-000-000000		CASH AND INVESTMENTS							.00
85	100-12002-000-000000		A/R REIMBURSEABLE EXPENSES			Wm Supercenter	#234			25.63
2156	7674	CARD CENTER					N			.00
121	100-12002-000-000000					Amazon MktpL				38.02
2156	7674	CARD CENTER					N			.00
151	100-12002-000-000000					Amazon MktpL				36.99
2156	7674	CARD CENTER					N			.00
Totals for account: 100-12002-000-000000									100.64	*
398	100-20017-000-000000		CRIMINAL HISTORY CHECK FEE			Mo State Hwy Patrol				450.00
2156	7674	CARD CENTER					N			.00
10	100-53000-100-000000		GENERAL SUPPLIES			Sams Club #6247				105.20
2156	7674	CARD CENTER					N			.00
344	100-53000-110-000000		GENERAL SUPPLIES			Amazon Reta* Nw5n95ao1				53.98
2156	7674	CARD CENTER					N			.00
69	100-59013-110-000000		MEMBERSHIP DUES			Missouri Municipal Lea				157.50
2156	7674	CARD CENTER					N			.00
346	100-59026-113-000000		MISCELLANEOUS EXPENSES			The Kansas City Star				479.99
2156	7674	CARD CENTER					N			.00
216	100-54000-116-000000		TRAINING TRAVEL			The Lodge Of Four Seas				342.00
2156	7674	CARD CENTER					N			.00
225	100-54000-116-000000					Margaritaville Resort				516.00
2156	7674	CARD CENTER					N			.00
226	100-54000-116-000000					Margaritaville Resort				516.00
2156	7674	CARD CENTER					N			.00
231	100-54000-116-000000					Margaritaville Resort				516.00
2156	7674	CARD CENTER					N			.00
Totals for account: 100-54000-116-000000									1,890.00	*
281	100-53000-130-000000		GENERAL SUPPLIES			Lowes #01565				11.97
2156	7674	CARD CENTER					N			.00
287	100-53000-130-000000					Lowes #01565				.00
2156	7674	CARD CENTER					N			.97
319	100-53000-130-000000					Amazon.Com*nz53b6de2				18.69
2156	7674	CARD CENTER					N			.00
327	100-53000-130-000000					Amazon MktpL				32.07
2156	7674	CARD CENTER					N			.00

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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				
Totals for account: 100-53000-130-000000									62.73	.97 *
399	100-55044-130-000000		MISCELLANEOUS FEES		Mo State Hwy Patrol			9.25		.00
2156	7674	CARD CENTER			N					
17	100-59026-130-000000		MISCELLANEOUS EXPENSES		Hy-Vee Liberty 1384			176.00		.00
2156	7674	CARD CENTER			N					
19	100-59026-130-000000				Hy-Vee Liberty 1384			96.79		.00
2156	7674	CARD CENTER			N					
122	100-59026-130-000000				Amazon MktpL			108.91		.00
2156	7674	CARD CENTER			N					
Totals for account: 100-59026-130-000000									381.70	*
108	100-54000-140-000000		TRAINING TRAVEL		Fsp*public Sector Hr Ass			175.00		.00
2156	7674	CARD CENTER			N					
80	100-54001-140-000000		REGISTRATION FEES		Pshra Public Sector Hr			.00		999.00
2156	7674	CARD CENTER			N					
101	100-59013-140-000000		MEMBERSHIP DUES		Fsp*public Sector Hr Ass			175.00		.00
2156	7674	CARD CENTER			N					
115	100-59013-140-000000				Fsp*public Sector Hr Ass			175.00		.00
2156	7674	CARD CENTER			N					
Totals for account: 100-59013-140-000000									350.00	*
96	100-55031-150-000000		LEGAL ADS		Column Public Notice			21.36		.00
2156	7674	CARD CENTER			N					
255	100-55031-150-000000				Column Public Notice			34.39		.00
2156	7674	CARD CENTER			N					
Totals for account: 100-55031-150-000000									55.75	*
163	100-53000-165-000000		GENERAL SUPPLIES		Petco 2615			92.97		.00
2156	7674	CARD CENTER			N					
35	100-53000-170-000000		GENERAL SUPPLIES		Amazon MktpL			38.94		.00
2156	7674	CARD CENTER			N					
290	100-53000-170-000000				Amazon MktpL			24.98		.00
2156	7674	CARD CENTER			N					
Totals for account: 100-53000-170-000000									63.92	*
107	100-55001-170-000000		INTERNET SERVICE FEES		Amazon Web Services			48.01		.00
2156	7674	CARD CENTER			N					

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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					
120	100-55001-170-000000		INTERNET SERVICE FEES			Easydns.Com				299.00	.00
2156	7674	CARD CENTER					N				
141	100-55001-170-000000					Spectrum				899.00	.00
2156	7674	CARD CENTER					N				
146	100-55001-170-000000					Spectrum				336.22	.00
2156	7674	CARD CENTER					N				
337	100-55001-170-000000					Verizon				39.02	.00
2156	7674	CARD CENTER					N				
Totals for account: 100-55001-170-000000									1,621.25	*	
127	100-57030-170-000000		SOFTWARE MAINTENANCE			Is Decisions				294.00	.00
2156	7674	CARD CENTER					N				
256	100-60000-170-000000		MINOR EQUIPMENT			Amazon Mktpl				12.95	.00
2156	7674	CARD CENTER					N				
395	100-60000-170-000000					Amazon Mktpl				7.98	.00
2156	7674	CARD CENTER					N				
421	100-60000-170-000000					Amazon.Com*nw9c56uo2				69.98	.00
2156	7674	CARD CENTER					N				
438	100-60000-170-000000					Amazon Mktpl				9.99	.00
2156	7674	CARD CENTER					N				
458	100-60000-170-000000					Amazon Mktpl				38.82	.00
2156	7674	CARD CENTER					N				
Totals for account: 100-60000-170-000000									139.72	*	
60	100-60004-170-000000		MINOR COMPUTER EQUIPMENT			Oreilly 142				6.99	.00
2156	7674	CARD CENTER					N				
219	100-60004-170-000000					Amazon Mktpl				1,527.98	.00
2156	7674	CARD CENTER					N				
411	100-60004-170-000000					Amazon Reta* Nz3fm0112				1,109.97	.00
2156	7674	CARD CENTER					N				
Totals for account: 100-60004-170-000000									2,644.94	*	
82	100-60010-170-000000		FACILITIES SECURITY EQUIP			Amazon Mktpl				55.99	.00
2156	7674	CARD CENTER					N				
342	100-53000-201-000000		GENERAL SUPPLIES			Odp Bus Sol Llc # 106874				24.79	.00
2156	7674	CARD CENTER					N				
345	100-53000-201-000000					Otc Brands				36.96	.00
2156	7674	CARD CENTER					N				

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
359	100-53000-201-000000	GENERAL SUPPLIES	Odp Bus Sol Llc # 106874	8.82	.00
2156	7674	CARD CENTER	N		
Totals for account: 100-53000-201-000000				70.57	*
269	100-54001-201-000000	REGISTRATION FEES	Kc Payments	16.00	.00
2156	7674	CARD CENTER	N		
277	100-59004-201-000000	MEETING EXPENSE	Kc Payments	16.00	.00
2156	7674	CARD CENTER	N		
18	100-57020-202-000000	FACILITIES MAINTENANCE	Lowes #01565	31.40	.00
2156	7674	CARD CENTER	N		
72	100-57020-202-000000		Blue Valley Laboratories	420.00	.00
2156	7674	CARD CENTER	N		
155	100-57020-202-000000		Lawn & Leisure Of Lees S	103.25	.00
2156	7674	CARD CENTER	N		
156	100-57020-202-000000		In *siebert - Dt Llc	40.00	.00
2156	7674	CARD CENTER	N		
246	100-57020-202-000000		Lowes #01565	28.12	.00
2156	7674	CARD CENTER	N		
273	100-57020-202-000000		Kc Payments	16.00	.00
2156	7674	CARD CENTER	N		
276	100-57020-202-000000		Lowes #01565	69.96	.00
2156	7674	CARD CENTER	N		
349	100-57020-202-000000		Lowes #01565	12.90	.00
2156	7674	CARD CENTER	N		
414	100-57020-202-000000		Lowes #01565	5.56	.00
2156	7674	CARD CENTER	N		
Totals for account: 100-57020-202-000000				727.19	*
117	100-53000-203-000000	GENERAL SUPPLIES	McGuire Lock & Safe Llc	187.26	.00
2156	7674	CARD CENTER	N		
196	100-53000-203-000000		Samsclub #6247	580.24	.00
2156	7674	CARD CENTER	N		
Totals for account: 100-53000-203-000000				767.50	*
181	100-57009-203-000000	VEHICLE MAINTENANCE	Sutherlands 1214	.00	59.97
2156	7674	CARD CENTER	N		
185	100-57009-203-000000		Sutherlands 1214	53.98	.00
2156	7674	CARD CENTER	N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Account Number			Description	Item Description					Debit	Credit
Line				No					Amount	Amount
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Split	PO Item	Encumbrance	Employee Asset id	
Number	Number				Number	Seq Number	Compl	Liquid Amt	Number	
188	100-57009-203-000000		VEHICLE MAINTENANCE		Sutherlands	1214			105.95	.00
2156	7674	CARD CENTER				N				
365	100-57009-203-000000				Metal By The Foot				60.08	.00
2156	7674	CARD CENTER				N				
417	100-57009-203-000000				Oreilly	142			5.38	.00
2156	7674	CARD CENTER				N				
425	100-57009-203-000000				Amazon MktpL				93.98	.00
2156	7674	CARD CENTER				N				
433	100-57009-203-000000				Kearney Lawn				42.90	.00
2156	7674	CARD CENTER				N				
439	100-57009-203-000000				Oreilly	142			78.01	.00
2156	7674	CARD CENTER				N				
449	100-57009-203-000000				Oreilly	142			27.98	.00
2156	7674	CARD CENTER				N				
459	100-57009-203-000000				Fastenal Company	01mokc5			51.18	.00
2156	7674	CARD CENTER				N				
460	100-57009-203-000000				Oreilly	142			23.98	.00
2156	7674	CARD CENTER				N				
Totals for account: 100-57009-203-000000									543.42	59.97 *
45	100-57019-203-000000		BUILDING MAINTENANCE		The Home Depot	#3019			39.99	.00
2156	7674	CARD CENTER				N				
6	100-59014-203-000000		CLOTHING EXPENSES		Happy Times				80.00	.00
2156	7674	CARD CENTER				N				
149	100-59014-203-000000				Amazon.Com	n691p1002			224.90	.00
2156	7674	CARD CENTER				N				
305	100-59014-203-000000				Feldmans Farm And Home				39.99	.00
2156	7674	CARD CENTER				N				
Totals for account: 100-59014-203-000000									344.89	*
274	100-59026-203-000000		MISCELLANEOUS EXPENSES		Kc Payments				16.00	.00
2156	7674	CARD CENTER				N				
333	100-53000-300-000000		GENERAL SUPPLIES		Amazon Reta	nW2ye2eh1			69.97	.00
2156	7674	CARD CENTER				N				
52	100-53007-300-000000		FOOD		Firehouse Subs	0611 Qsr			68.45	.00
2156	7674	CARD CENTER				N				
165	100-54000-300-000000		TRAINING TRAVEL		Fairfield Inn Co Spgs				220.40	.00
2156	7674	CARD CENTER				N				

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
343	100-57009-300-000000	VEHICLE MAINTENANCE	Sq *mcbees Coffee N Car	143.75	.00
2156	7674	CARD CENTER	N		
26	100-57019-300-000000	BUILDING MAINTENANCE	Amazon Reta* Nh49o6v62	1,292.24	.00
2156	7674	CARD CENTER	N		
71	100-59013-300-000000	MEMBERSHIP DUES	Gdp*missouri Chapter Of	21.00	.00
2156	7674	CARD CENTER	N		
202	100-59013-300-000000		Sq *professional Fire &	25.00	.00
2156	7674	CARD CENTER	N		
Totals for account: 100-59013-300-000000				46.00	*
109	100-53004-301-000000	VEHICLE SUPPLIES	Lowes #01565	99.92	.00
2156	7674	CARD CENTER	N		
148	100-53004-301-000000		Lowes #01565	22.16	.00
2156	7674	CARD CENTER	N		
223	100-53004-301-000000		Lowes #01565	74.94	.00
2156	7674	CARD CENTER	N		
232	100-53004-301-000000		Lowes #01565	.00	74.94
2156	7674	CARD CENTER	N		
235	100-53004-301-000000		Lowes #01565	74.94	.00
2156	7674	CARD CENTER	N		
Totals for account: 100-53004-301-000000				271.96	74.94 *
307	100-53012-301-000000	EQUIPMENT SUPPLIES	Lowes #01565	.00	4.16
2156	7674	CARD CENTER	N		
312	100-53012-301-000000		Lowes #01565	51.12	.00
2156	7674	CARD CENTER	N		
Totals for account: 100-53012-301-000000				51.12	4.16 *
224	100-53014-301-000000	STATION SUPPLIES	Lowes #01565	29.90	.00
2156	7674	CARD CENTER	N		
233	100-53014-301-000000		Lowes #01565	.00	39.18
2156	7674	CARD CENTER	N		
236	100-53014-301-000000		Lowes #01565	39.18	.00
2156	7674	CARD CENTER	N		
358	100-53014-301-000000		Lowes #01565	84.80	.00
2156	7674	CARD CENTER	N		
451	100-53014-301-000000		Lowes #01565	46.10	.00
2156	7674	CARD CENTER	N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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		
Totals for account: 100-53014-301-000000			199.98	39.18 *
75 100-57009-301-000000	VEHICLE MAINTENANCE	Fsp*strickland Brothers	103.68	.00
2156 7674 CARD CENTER		N		
87 100-57009-301-000000		McBee Coffee & Carwash -	21.99	.00
2156 7674 CARD CENTER		N		
153 100-57009-301-000000		McBee Coffee & Carwash -	21.99	.00
2156 7674 CARD CENTER		N		
171 100-57009-301-000000		Amazon.Com*n62898cw2	17.99	.00
2156 7674 CARD CENTER		N		
266 100-57009-301-000000		Lowes #01565	23.47	.00
2156 7674 CARD CENTER		N		
311 100-57009-301-000000		Amazon MktpL	395.57	.00
2156 7674 CARD CENTER		N		
316 100-57009-301-000000		Amazon MktpL	423.95	.00
2156 7674 CARD CENTER		N		
Totals for account: 100-57009-301-000000			1,008.64	*
172 100-57018-301-000000	MISC EQUIPMENT MAINT	Lowes #01565	34.24	.00
2156 7674 CARD CENTER		N		
183 100-59015-301-000000	PROTECTIVE CLOTHING	Conway Shield	250.68	.00
2156 7674 CARD CENTER		N		
158 100-60000-301-000000	MINOR EQUIPMENT	Amazon MktpL	101.98	.00
2156 7674 CARD CENTER		N		
164 100-60000-301-000000		Amazon MktpL	173.44	.00
2156 7674 CARD CENTER		N		
324 100-60000-301-000000		In *jpg Service	176.00	.00
2156 7674 CARD CENTER		N		
330 100-60000-301-000000		Sutherlands 1214	179.00	.00
2156 7674 CARD CENTER		N		
429 100-60000-301-000000		Lowes #01565	39.98	.00
2156 7674 CARD CENTER		N		
471 100-60000-301-000000		Amazon.Com*nw0rn53j2	129.15	.00
2156 7674 CARD CENTER		N		
Totals for account: 100-60000-301-000000			799.55	*
36 100-53001-302-000000	MEDICAL SUPPLIES	Batteries Plus #243	48.28	.00
2156 7674 CARD CENTER		N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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					
180	100-53001-302-000000		MEDICAL SUPPLIES			Amazon MktpL				65.98	.00
2156	7674	CARD CENTER					N				
Totals for account: 100-53001-302-000000									114.26	*	
392	100-53004-302-000000		VEHICLE SUPPLIES			Oreilly 142				19.98	.00
2156	7674	CARD CENTER					N				
191	100-54004-302-000000		TRAINING COSTS			Eso.Com				110.81	.00
2156	7674	CARD CENTER					N				
5	100-57009-302-000000		VEHICLE MAINTENANCE			McBee Coffee & Carwash -				21.99	.00
2156	7674	CARD CENTER					N				
242	100-57009-302-000000					Midway Ford Truck Center				154.75	.00
2156	7674	CARD CENTER					N				
Totals for account: 100-57009-302-000000									176.74	*	
94	100-54004-303-000000		TRAINING COSTS			Targetsolutions				464.32	.00
2156	7674	CARD CENTER					N				
104	100-54004-303-000000					Lowes #01565				21.98	.00
2156	7674	CARD CENTER					N				
278	100-54004-303-000000					Sutherlands 1214				55.92	.00
2156	7674	CARD CENTER					N				
332	100-54004-303-000000					Tactical Advantage Itj				210.00	.00
2156	7674	CARD CENTER					N				
Totals for account: 100-54004-303-000000									752.22	*	
48	100-53000-304-000000		GENERAL SUPPLIES			Galls				27.60	.00
2156	7674	CARD CENTER					N				
3	100-57009-304-000000		VEHICLE MAINTENANCE			McBee Coffee & Carwash -				21.99	.00
2156	7674	CARD CENTER					N				
7	100-57009-304-000000					McBee Coffee & Carwash -				21.99	.00
2156	7674	CARD CENTER					N				
Totals for account: 100-57009-304-000000									43.98	*	
134	100-53000-483-000000		GENERAL SUPPLIES			The Webstaurant Store In				110.52	.00
2156	7674	CARD CENTER					N				
325	100-53000-483-000000					Sams Club #6247				84.58	.00
2156	7674	CARD CENTER					N				
Totals for account: 100-53000-483-000000									195.10		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item No Po PO Item Compl Encumbrance Liquid Amt Employee Asset id Number		
67	100-53003-483-000000	RECREATION SUPPLIES	Amazon Mark* Nh5o87ar2	48.51	.00
2156	7674 CARD CENTER		N		
457	100-53035-483-000000	PROGRAM SUPPLIES	Wal-Mart #0234	49.00	.00
2156	7674 CARD CENTER		N		
40	100-59013-483-000000	MEMBERSHIP DUES	Cheddarup* Npa	131.13	.00
2156	7674 CARD CENTER		N		
103	100-53000-501-000000	GENERAL SUPPLIES	Amazon Mark* N66vd7w72	22.98	.00
2156	7674 CARD CENTER		N		
371	100-53000-501-000000		Amazon Reta* Nw1kz5461	36.96	.00
2156	7674 CARD CENTER		N		
397	100-53000-501-000000		Amazon Reta* Nz5n93lg2	22.91	.00
2156	7674 CARD CENTER		N		
430	100-53000-501-000000		Hy-Vee Gladstone 1219	87.00	.00
2156	7674 CARD CENTER		N		
462	100-53000-501-000000		Odp Bus Sol Llc # 106874	31.09	.00
2156	7674 CARD CENTER		N		
Totals for account: 100-53000-501-000000				200.94	*
111	100-55044-501-000000	MISCELLANEOUS FEES	Tlo Transunion	76.80	.00
2156	7674 CARD CENTER		N		
197	100-57009-501-000000	VEHICLE MAINTENANCE	Charlies Car Wash Llc	.00	70.00
2156	7674 CARD CENTER		N		
252	100-57009-501-000000		Bikeworks Unlimited	40.00	.00
2156	7674 CARD CENTER		N		
363	100-57009-501-000000		Charlies Car Wash Llc	10.00	.00
2156	7674 CARD CENTER		N		
423	100-57009-501-000000		Charlies Car Wash Llc	10.00	.00
2156	7674 CARD CENTER		N		
447	100-57009-501-000000		Charlies Car Wash Llc	300.00	.00
2156	7674 CARD CENTER		N		
Totals for account: 100-57009-501-000000				360.00	70.00 *
161	100-59004-501-000000	MEETING EXPENSE	Firehouse Subs 0611 Qsr	86.00	.00
2156	7674 CARD CENTER		N		
367	100-59004-501-000000		Liberty Ch* Mo	30.00	.00
2156	7674 CARD CENTER		N		
Totals for account: 100-59004-501-000000				116.00	*

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Account Number			Description	Item Description					Debit	Credit	
Line				No					Amount	Amount	
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Split	PO Item	Encumbrance	Employee Asset id		
Number	Number				Number	Seq Number	Compl	Liquid Amt	Number		
173	100-59014-501-000000		CLOTHING EXPENSES		The Don Hume	Company,				264.51	.00
2156	7674	CARD CENTER				N					
199	100-59014-501-000000				Academy.Com					120.69	.00
2156	7674	CARD CENTER				N					
217	100-59014-501-000000				Amazon MktpL					189.95	.00
2156	7674	CARD CENTER				N					
230	100-59014-501-000000				The Don Hume	Company,				96.69	.00
2156	7674	CARD CENTER				N					
267	100-59014-501-000000				The Ups Store	2836				16.10	.00
2156	7674	CARD CENTER				N					
271	100-59014-501-000000				Utility Associates Inc					66.00	.00
2156	7674	CARD CENTER				N					
300	100-59014-501-000000				Military Names Llc					15.65	.00
2156	7674	CARD CENTER				N					
Totals for account: 100-59014-501-000000									769.59	*	
159	100-59026-501-000000		MISCELLANEOUS EXPENSES		Canva*	I04531-74133535				119.99	.00
2156	7674	CARD CENTER				N					
299	100-59026-501-000000				4imprint, Inc					388.32	.00
2156	7674	CARD CENTER				N					
400	100-59026-501-000000				Sams Club #6247					87.14	.00
2156	7674	CARD CENTER				N					
401	100-59026-501-000000				Target	00014555				26.09	.00
2156	7674	CARD CENTER				N					
441	100-59026-501-000000				Cvs/Pharmacy #05655					31.50	.00
2156	7674	CARD CENTER				N					
Totals for account: 100-59026-501-000000									653.04	*	
144	100-60000-501-000000		MINOR EQUIPMENT		Amazon MktpL					45.01	.00
2156	7674	CARD CENTER				N					
207	100-60000-501-000000				Google Youtube Tv					82.99	.00
2156	7674	CARD CENTER				N					
263	100-60000-501-000000				Amazon.Com*nn5he3na2					37.86	.00
2156	7674	CARD CENTER				N					
Totals for account: 100-60000-501-000000									165.86	*	
116	100-60005-501-000000		VEHICLE CHANGEOVER COSTS		Amazon MktpL					1,499.98	.00
2156	7674	CARD CENTER				N					

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Encumbrance Liquid Amt Employee Asset id Number		
303	100-60005-501-000000	VEHICLE CHANGEOVER COSTS	Bikeworks Unlimited	80.00	.00
2156	7674	CARD CENTER	N		
375	100-60005-501-000000		Mo Dmv	136.93	.00
2156	7674	CARD CENTER	N		
384	100-60005-501-000000		Amazon MktpL	139.95	.00
2156	7674	CARD CENTER	N		
413	100-60005-501-000000		Amazon Mark* Nz7h964c2	595.96	.00
2156	7674	CARD CENTER	N		
Totals for account: 100-60005-501-000000				2,452.82	*
390	100-53019-502-000000	ARMORY SUPPLIES	Bauer Precision	210.92	.00
2156	7674	CARD CENTER	N		
33	100-60001-502-000000	NEIGHBORHOOD WTCH/JR ACADEMY	Office Depot #2167	246.37	.00
2156	7674	CARD CENTER	N		
42	100-60001-502-000000		The Ups Store 2836	410.75	.00
2156	7674	CARD CENTER	N		
53	100-60001-502-000000		Discountmugs.Com	.00	17.84
2156	7674	CARD CENTER	N		
89	100-60001-502-000000		Academy Sports #258	305.09	.00
2156	7674	CARD CENTER	N		
112	100-60001-502-000000		Discountmugs.Com	201.34	.00
2156	7674	CARD CENTER	N		
Totals for account: 100-60001-502-000000				1,163.55	17.84 *
412	100-55039-512-000000	REGIONAL ALERT SYSTEM	Spectrum	200.00	.00
2156	7674	CARD CENTER	N		
450	100-59010-512-000000	POSTAGE	Usps Po 2846860068	40.60	.00
2156	7674	CARD CENTER	N		
Totals for fund: 100				24,262.52	24,262.52 **
491	244-10001-000-000000	CASH AND INVESTMENTS		.00	3,112.80
407	244-53022-119-000000	GRANT SUPPLIES	Ada Enterprises Inc	1,203.65	.00
2156	7674	CARD CENTER	N		
138	244-53026-119-000000	MAKE MUSIC DAY-SUPPLIES	Facebk *wfu79q8h32	24.31	.00
2156	7674	CARD CENTER	N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po PO Item Number Encumbrance Employee Asset id Split Compl Liquid Amt Number		
152	244-53026-119-000000	MAKE MUSIC DAY-SUPPLIES	The Ups Store 2836	50.00	.00
2156	7674	CARD CENTER	N		
408	244-53026-119-000000		Sticker Mule	141.50	.00
2156	7674	CARD CENTER	N		
Totals for account: 244-53026-119-000000				215.81	*
43	244-55028-119-000000	ADVERTISING	Vistaprint	49.56	.00
2156	7674	CARD CENTER	N		
137	244-55028-119-000000		Facebk *wfu79q8h32	49.94	.00
2156	7674	CARD CENTER	N		
318	244-55028-119-000000		Sleek Nails And Spa	76.50	.00
2156	7674	CARD CENTER	N		
420	244-55028-119-000000		Totally Promotional	838.28	.00
2156	7674	CARD CENTER	N		
Totals for account: 244-55028-119-000000				1,014.28	*
102	244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	J.W. Pepper	65.00	.00
2156	7674	CARD CENTER	N		
125	244-59009-119-000000		J.W. Pepper	104.99	.00
2156	7674	CARD CENTER	N		
136	244-59009-119-000000		Facebk *wfu79q8h32	81.32	.00
2156	7674	CARD CENTER	N		
244	244-59009-119-000000		Fsp*kc Party Rentals	236.23	.00
2156	7674	CARD CENTER	N		
245	244-59009-119-000000		Fsp*kc Party Rentals	35.00	.00
2156	7674	CARD CENTER	N		
254	244-59009-119-000000		Fsp*kc Party Rentals	35.00	.00
2156	7674	CARD CENTER	N		
260	244-59009-119-000000		Fsp*kc Party Rentals	75.00	.00
2156	7674	CARD CENTER	N		
422	244-59009-119-000000		Best Value Copy	46.52	.00
2156	7674	CARD CENTER	N		
Totals for account: 244-59009-119-000000				679.06	*
Totals for fund: 244				3,112.80	3,112.80 **

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
493	247-10001-000-000000	CASH AND INVESTMENTS		.00	648.92
30	247-53028-204-000000	SUPPLIES-VFW	American Legion Emblem	266.96	.00
2156	7674 CARD CENTER		N		
258	247-53028-204-000000		All Nations Flag Company	342.00	.00
2156	7674 CARD CENTER		N		
268	247-53028-204-000000		Feldmans Farm And Home	39.96	.00
2156	7674 CARD CENTER		N		
Totals for account: 247-53028-204-000000				648.92	*
Totals for fund: 247				648.92	648.92 **
479	351-10001-000-000000	CASH AND INVESTMENTS		.00	202.79
83	351-57031-201-000000	ASPHALT-STREET REPAIRS	Lowes #01565	72.32	.00
2156	7674 CARD CENTER		N		
184	351-57031-201-000000		Sutherlands 1214	21.99	.00
2156	7674 CARD CENTER		N		
388	351-57031-201-000000		Lowes #01565	108.48	.00
2156	7674 CARD CENTER		N		
Totals for account: 351-57031-201-000000				202.79	*
Totals for fund: 351				202.79	202.79 **
481	352-10001-000-000000	CASH AND INVESTMENTS		.00	257.53
37	352-57022-403-000000	GROUNDS/LANDSCAPING MAINT	Family Tree Nursery	8.80	.00
2156	7674 CARD CENTER		N		
123	352-57022-403-000000		Sutherlands 1214	29.98	.00
2156	7674 CARD CENTER		N		
262	352-57022-403-000000		Family Tree Nursery	8.80	.00
2156	7674 CARD CENTER		N		
374	352-57022-403-000000		Siteone Landscape Supply	.00	60.00
2156	7674 CARD CENTER		N		
382	352-57022-403-000000		Siteone Landscape Supply	269.95	.00
2156	7674 CARD CENTER		N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Account Number Line	Description	Item Description No	Debit Amount	Credit Amount
Check Vendor Vendor Name Number Number	Invoice Number PO Number	PO Item Po PO Item Encumbrance Employee Asset id Number Split Compl Liquid Amt Number		
		Seq Number		
Totals for account: 352-57022-403-000000			317.53	60.00 *
Totals for fund: 352			317.53	317.53 **
483 354-10001-000-000000	CASH AND INVESTMENTS		.00	408.32
331 354-55018-110-000000	OTHER MISC FEES	The Upper Cut Kc	48.33	.00
2156 7674 CARD CENTER		N		
469 354-55018-110-000000		The Kansas City Star	359.99	.00
2156 7674 CARD CENTER		N		
Totals for account: 354-55018-110-000000			408.32	*
Totals for fund: 354			408.32	408.32 **
485 460-10001-000-000000	CASH AND INVESTMENTS		.00	8,162.69
135 460-53003-400-000000	RECREATION SUPPLIES	Facebk *wfu79q8h32	149.87	.00
2156 7674 CARD CENTER		N		
140 460-53003-400-000000		Minskys Olathe Murlen	166.75	.00
2156 7674 CARD CENTER		N		
145 460-53003-400-000000		Sq *kona Ice Of Clay Cou	51.75	.00
2156 7674 CARD CENTER		N		
405 460-53003-400-000000		Amazon MktpL	40.31	.00
2156 7674 CARD CENTER		N		
468 460-53003-400-000000		Dri*signs	85.02	.00
2156 7674 CARD CENTER		N		
Totals for account: 460-53003-400-000000			493.70	*
100 460-53032-400-000000	OUTSIDE PRINTING	Lowes #01565	103.23	.00
2156 7674 CARD CENTER		N		
221 460-54004-400-000000	TRAINING COSTS	American Red Cross	32.00	.00
2156 7674 CARD CENTER		N		
240 460-54004-400-000000		American Red Cross	32.00	.00
2156 7674 CARD CENTER		N		
406 460-54004-400-000000		Hy-Vee Gladstone 1219	11.22	.00
2156 7674 CARD CENTER		N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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		
Totals for account: 460-54004-400-000000			75.22	*
418 460-57009-400-000000	VEHICLE MAINTENANCE	Amazon Reta* Nz9v40152	18.48	.00
2156 7674 CARD CENTER		N		
93 460-59002-400-000000	CHARITABLE FUND EXPENSES	Ada Enterprises Inc	1,140.30	.00
2156 7674 CARD CENTER		N		
128 460-59002-400-000000		Sp Mo Sports Authent	54.99	.00
2156 7674 CARD CENTER		N		
Totals for account: 460-59002-400-000000			1,195.29	*
91 460-59013-400-000000	MEMBERSHIP DUES	Liberty Ch* Mo	30.00	.00
2156 7674 CARD CENTER		N		
467 460-59013-400-000000		Nrpa Operating	70.00	.00
2156 7674 CARD CENTER		N		
Totals for account: 460-59013-400-000000			100.00	*
323 460-53000-403-000000	GENERAL SUPPLIES	Lowes #01565	29.72	.00
2156 7674 CARD CENTER		N		
378 460-53000-403-000000		Amazon Mark* Nw4p44zs1	52.97	.00
2156 7674 CARD CENTER		N		
Totals for account: 460-53000-403-000000			82.69	*
213 460-53003-403-000000	RECREATION SUPPLIES	Amazon Mktp1	59.98	.00
2156 7674 CARD CENTER		N		
12 460-53008-403-000000	MAINTENANCE MATERIALS	Lowes #01565	31.92	.00
2156 7674 CARD CENTER		N		
32 460-53008-403-000000		Lowes #01565	46.42	.00
2156 7674 CARD CENTER		N		
110 460-53008-403-000000		Lowes #01565	32.53	.00
2156 7674 CARD CENTER		N		
248 460-53008-403-000000		Sutherlands 1214	39.99	.00
2156 7674 CARD CENTER		N		
404 460-53008-403-000000		Amazon Reta* Nw0fh3c31	22.49	.00
2156 7674 CARD CENTER		N		
Totals for account: 460-53008-403-000000			173.35	*
78 460-57009-403-000000	VEHICLE MAINTENANCE	Oreilly 142	140.65	.00
2156 7674 CARD CENTER		N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
292	460-57009-403-000000	VEHICLE MAINTENANCE	Oreilly 142	20.55	.00
2156	7674	CARD CENTER	N		
Totals for account: 460-57009-403-000000				161.20	*
154	460-57018-403-000000	MISC EQUIPMENT MAINT	Amazon MktpL	18.99	.00
2156	7674	CARD CENTER	N		
203	460-57018-403-000000		Babbitts Online	.00	63.15
2156	7674	CARD CENTER	N		
210	460-57018-403-000000		Amazon MktpL	97.14	.00
2156	7674	CARD CENTER	N		
352	460-57018-403-000000		Oreilly 142	246.13	.00
2156	7674	CARD CENTER	N		
464	460-57018-403-000000		Tompkins Ind - Br 8	74.94	.00
2156	7674	CARD CENTER	N		
Totals for account: 460-57018-403-000000				437.20	63.15 *
59	460-57019-403-000000	BUILDING MAINTENANCE	Lowes #01565	4.43	.00
2156	7674	CARD CENTER	N		
348	460-57019-403-000000		Lowes #01565	20.40	.00
2156	7674	CARD CENTER	N		
Totals for account: 460-57019-403-000000				24.83	*
186	460-57025-403-000000	TRAILS MAINTENANCE	Platte Rental And Supply	336.00	.00
2156	7674	CARD CENTER	N		
189	460-57025-403-000000		Lowes #01565	44.88	.00
2156	7674	CARD CENTER	N		
293	460-57025-403-000000		Gladstone Gardens	1,442.00	.00
2156	7674	CARD CENTER	N		
426	460-57025-403-000000		Feldmans Farm And Home	199.99	.00
2156	7674	CARD CENTER	N		
427	460-57025-403-000000		Platte Rental And Supply	336.00	.00
2156	7674	CARD CENTER	N		
453	460-57025-403-000000		Lowes #01565	161.66	.00
2156	7674	CARD CENTER	N		
Totals for account: 460-57025-403-000000				2,520.53	*
13	460-57027-403-000000	PLAYGROUND/SPRAYGROUND MAINT	Gladstone Gardens	1,160.00	.00
2156	7674	CARD CENTER	N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Compl Encumbrance Liquid Amt Employee Asset id Number		
76	460-57027-403-000000	PLAYGROUND/SPRAYGROUND MAINT	Gladstone Gardens	1,442.00	.00
2156	7674	CARD CENTER	N		
Totals for account: 460-57027-403-000000				2,602.00	*
360	460-59014-403-000000	CLOTHING EXPENSES	Sams Club #6247	44.90	.00
2156	7674	CARD CENTER	N		
31	460-60015-403-000000	MINOR TOOLS	Car Parts Distributing I	35.30	.00
2156	7674	CARD CENTER	N		
79	460-60015-403-000000		Lowes #01565	16.98	.00
2156	7674	CARD CENTER	N		
200	460-60015-403-000000		Lowes #01565	44.97	.00
2156	7674	CARD CENTER	N		
253	460-60015-403-000000		Amazon MktpL	35.99	.00
2156	7674	CARD CENTER	N		
Totals for account: 460-60015-403-000000				133.24	*
Totals for fund: 460				8,225.84	8,225.84 **
487	461-10001-000-000000	CASH AND INVESTMENTS		.00	7,704.64
105	461-53000-451-000000	GENERAL SUPPLIES	Amazon MktpL	22.28	.00
2156	7674	CARD CENTER	N		
126	461-53000-451-000000		Amazon MktpL	33.83	.00
2156	7674	CARD CENTER	N		
147	461-53000-451-000000		Amazon Reta* Nn20m8b30	92.11	.00
2156	7674	CARD CENTER	N		
Totals for account: 461-53000-451-000000				148.22	*
139	461-53003-451-000000	RECREATION SUPPLIES	Amazon MktpL	94.21	.00
2156	7674	CARD CENTER	N		
56	461-53029-451-000000	MISCELLANEOUS SUPPLIES	Wal-Mart #0234	34.82	.00
2156	7674	CARD CENTER	N		
81	461-53029-451-000000		Reeves-Wiedeman - Libert	3.87	.00
2156	7674	CARD CENTER	N		
249	461-53029-451-000000		Lowes #01565	46.99	.00
2156	7674	CARD CENTER	N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
394	461-53029-451-000000	MISCELLANEOUS SUPPLIES	Lowes #01565	105.46	.00
2156	7674	CARD CENTER	N		
437	461-53029-451-000000		Lowes #01565	26.28	.00
2156	7674	CARD CENTER	N		
454	461-53029-451-000000		Lowes #01565	53.46	.00
2156	7674	CARD CENTER	N		
Totals for account: 461-53029-451-000000				270.88	*
150	461-53032-451-000000	OUTSIDE PRINTING	Dri*signs	84.42	.00
2156	7674	CARD CENTER	N		
222	461-54004-451-000000	TRAINING COSTS	American Red Cross	96.00	.00
2156	7674	CARD CENTER	N		
25	461-56005-451-000000	WATER SERVICE	City Of Liberty	1,441.63	.00
2156	7674	CARD CENTER	N		
335	461-57018-451-000000	MISC EQUIPMENT MAINT	Raj & Associates llc	807.66	.00
2156	7674	CARD CENTER	N		
368	461-57019-451-000000	BUILDING MAINTENANCE	Integrated Openings Solu	1,995.00	.00
2156	7674	CARD CENTER	N		
379	461-57019-451-000000		Integrated Openings Solu	2,745.00	.00
2156	7674	CARD CENTER	N		
Totals for account: 461-57019-451-000000				4,740.00	*
214	461-59026-451-000000	MISCELLANEOUS EXPENSES	Amk Kauffman Stad Conc	21.62	.00
2156	7674	CARD CENTER	N		
Totals for fund: 461				7,704.64	7,704.64 **
489	465-10001-000-000000	CASH AND INVESTMENTS		.00	5,968.16
124	465-55057-410-000000	SWIM TEAM	Amazon Mark* Nn2zw2ul1	27.58	.00
2156	7674	CARD CENTER	N		
133	465-55057-410-000000		Wm Supercenter #234	57.42	.00
2156	7674	CARD CENTER	N		
Totals for account: 465-55057-410-000000				85.00	*
130	465-55062-410-000000	AEROBICS	Combat Brands/Ringside/F	559.39	.00
2156	7674	CARD CENTER	N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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				
73	465-53000-420-000000		GENERAL SUPPLIES							
2156	7674	CARD CENTER								
					Helget Gas Products Inc					5.57
118	465-53000-420-000000				Amazon Mark*	Nn8sz5i10				18.57
2156	7674	CARD CENTER								
166	465-53000-420-000000				Amazon Mktpl					59.91
2156	7674	CARD CENTER								
190	465-53000-420-000000				Wal-Mart #0234					20.69
2156	7674	CARD CENTER								
212	465-53000-420-000000				Amazon Mark*	Nn03w1ob0				117.29
2156	7674	CARD CENTER								
308	465-53000-420-000000				Personal Touch	Engraving				9.50
2156	7674	CARD CENTER								
443	465-53000-420-000000				Amazon Mktpl					105.98
2156	7674	CARD CENTER								
Totals for account: 465-53000-420-000000										337.51
198	465-53001-420-000000		MEDICAL SUPPLIES							46.12
2156	7674	CARD CENTER								
					Aed Superstore					
402	465-53001-420-000000				Amazon Mktpl					29.95
2156	7674	CARD CENTER								
456	465-53001-420-000000				Amazon Mktpl					195.00
2156	7674	CARD CENTER								
Totals for account: 465-53001-420-000000										271.07
218	465-53003-420-000000		RECREATION SUPPLIES							12.89
2156	7674	CARD CENTER								
					Amazon Mark*	Nz8cu32a0				
4	465-53008-420-000000		MAINTENANCE MATERIALS							36.49
2156	7674	CARD CENTER								
					Sutherlands	1214				
28	465-53008-420-000000				Amazon Mktpl					180.10
2156	7674	CARD CENTER								
131	465-53008-420-000000				McGuire Lock & Safe Llc					133.00
2156	7674	CARD CENTER								
168	465-53008-420-000000				Reeves-Wiedeman - Libert					324.14
2156	7674	CARD CENTER								
192	465-53008-420-000000				Stanion Wholesale Electr					108.95
2156	7674	CARD CENTER								
234	465-53008-420-000000				Lowes #01565					440.08
2156	7674	CARD CENTER								

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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				
338	465-53008-420-000000		MAINTENANCE MATERIALS		Sp Poolweb Com					
2156	7674	CARD CENTER					N			
								733.73		.00
419	465-53008-420-000000				Amazon Mktpplace Pmts					
2156	7674	CARD CENTER					N			
								.00		111.56
435	465-53008-420-000000				Amazon MktpL					
2156	7674	CARD CENTER					N			
								279.36		.00
466	465-53008-420-000000				Amazon MktpL					
2156	7674	CARD CENTER					N			
								27.42		.00
Totals for account: 465-53008-420-000000									2,263.27	111.56 *
63	465-53038-420-000000		RSVP GRANT		Amazon MktpL					
2156	7674	CARD CENTER					N			
								56.97		.00
119	465-53038-420-000000				Amazon MktpL					
2156	7674	CARD CENTER					N			
								152.66		.00
160	465-53038-420-000000				Walgreens #4439					
2156	7674	CARD CENTER					N			
								103.48		.00
194	465-53038-420-000000				Amazon MktpL					
2156	7674	CARD CENTER					N			
								86.94		.00
208	465-53038-420-000000				Amazon MktpL					
2156	7674	CARD CENTER					N			
								34.50		.00
229	465-53038-420-000000				Amazon MktpL					
2156	7674	CARD CENTER					N			
								104.00		.00
326	465-53038-420-000000				Amazon MktpL					
2156	7674	CARD CENTER					N			
								41.97		.00
339	465-53038-420-000000				Lowes #01565					
2156	7674	CARD CENTER					N			
								10.00		.00
403	465-53038-420-000000				Amazon MktpL					
2156	7674	CARD CENTER					N			
								39.87		.00
470	465-53038-420-000000				Samsclub.Com					
2156	7674	CARD CENTER					N			
								115.18		.00
Totals for account: 465-53038-420-000000									745.57	*
209	465-55044-420-000000		MISCELLANEOUS FEES		Dropbox Sign Monthly					
2156	7674	CARD CENTER					N			
								20.00		.00
211	465-55044-420-000000				Figure 53 Qlab					
2156	7674	CARD CENTER					N			
								70.00		.00
393	465-55044-420-000000				Pandora For Business B					
2156	7674	CARD CENTER					N			
								32.91		.00

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
461	465-55044-420-000000	MISCELLANEOUS FEES	Dropbox Sign Monthly	20.00	.00
2156	7674	CARD CENTER	N		
Totals for account: 465-55044-420-000000				142.91	*
174	465-57001-420-000000	VEHICLE FUEL	Qt 151	56.89	.00
2156	7674	CARD CENTER	N		
88	465-57018-420-000000	MISC EQUIPMENT MAINT	In *rewind Fitness	346.00	.00
2156	7674	CARD CENTER	N		
428	465-57018-420-000000		Life Fitness	.00	10.76
2156	7674	CARD CENTER	N		
432	465-57018-420-000000		Life Fitness	.00	.84
2156	7674	CARD CENTER	N		
434	465-57018-420-000000		Life Fitness	.00	6.68
2156	7674	CARD CENTER	N		
440	465-57018-420-000000		Life Fitness	.00	.69
2156	7674	CARD CENTER	N		
Totals for account: 465-57018-420-000000				346.00	18.97 *
92	465-57019-420-000000	BUILDING MAINTENANCE	A-1 Sewer & Septic	270.00	.00
2156	7674	CARD CENTER	N		
446	465-57019-420-000000		In *carpet Anew Llc	469.80	.00
2156	7674	CARD CENTER	N		
Totals for account: 465-57019-420-000000				739.80	*
162	465-59010-420-000000	POSTAGE	Usps Po 2846860068	87.60	.00
2156	7674	CARD CENTER	N		
215	465-59014-420-000000	CLOTHING EXPENSES	Kiefer Aquatics	131.66	.00
2156	7674	CARD CENTER	N		
396	465-60000-420-000000	MINOR EQUIPMENT	Amazon MktpL	319.13	.00
2156	7674	CARD CENTER	N		
Totals for fund: 465				6,098.69	6,098.69 **
495	590-10001-000-000000	CASH AND INVESTMENTS		.00	21,564.45
282	590-53000-131-000000	GENERAL SUPPLIES	Lowes #01565	11.97	.00
2156	7674	CARD CENTER	N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
288	590-53000-131-000000	GENERAL SUPPLIES	Lowes #01565	.00	.97
2156	7674	CARD CENTER	N		
320	590-53000-131-000000		Amazon.Com*nz53b6de2	18.69	.00
2156	7674	CARD CENTER	N		
328	590-53000-131-000000		Amazon MktpL	16.04	.00
2156	7674	CARD CENTER	N		
Totals for account: 590-53000-131-000000				46.70	.97 *
142	590-53000-801-000000	GENERAL SUPPLIES	Sutherlands 1214	10.45	.00
2156	7674	CARD CENTER	N		
201	590-53000-801-000000		Amazon MktpL	38.91	.00
2156	7674	CARD CENTER	N		
237	590-53000-801-000000		Amazon MktpL	265.00	.00
2156	7674	CARD CENTER	N		
309	590-53000-801-000000		Lowes #01565	50.97	.00
2156	7674	CARD CENTER	N		
Totals for account: 590-53000-801-000000				365.33	*
77	590-53008-801-000000	MAINTENANCE MATERIALS	Grainger	36.24	.00
2156	7674	CARD CENTER	N		
415	590-53008-801-000000		Kobold Instruments Inc	188.00	.00
2156	7674	CARD CENTER	N		
Totals for account: 590-53008-801-000000				224.24	*
386	590-54001-801-000000	REGISTRATION FEES	Jccc Wdce	199.00	.00
2156	7674	CARD CENTER	N		
410	590-54004-801-000000	TRAINING COSTS	Mo Dmv	42.07	.00
2156	7674	CARD CENTER	N		
98	590-57004-801-000000	MAINS & LINES MAINTENANCE	Harbor Freight Tools 388	93.82	.00
2156	7674	CARD CENTER	N		
114	590-57004-801-000000		Ls Habitat For Humanl	45.00	.00
2156	7674	CARD CENTER	N		
391	590-57004-801-000000		Sp Bchardscapes Supply	238.00	.00
2156	7674	CARD CENTER	N		
448	590-57004-801-000000		Feldmans Farm And Home	33.96	.00
2156	7674	CARD CENTER	N		
Totals for account: 590-57004-801-000000				410.78	*

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item No Po PO Item Compl Encumbrance Liquid Amt Employee Asset id Number		
49	590-57009-801-000000	VEHICLE MAINTENANCE	Oreilly 142	43.98	.00
2156	7674	CARD CENTER	N		
474	590-57019-801-000000	BUILDING MAINTENANCE	Index Restaurant Supply	808.33	.00
2156	7674	CARD CENTER	N		
1	590-59014-801-000000	CLOTHING EXPENSES	Happy Times	222.00	.00
2156	7674	CARD CENTER	N		
86	590-59014-801-000000		Feldmans Farm And Home	131.25	.00
2156	7674	CARD CENTER	N		
177	590-59014-801-000000		Costco Whse#1268	31.46	.00
2156	7674	CARD CENTER	N		
243	590-59014-801-000000		Feldmans Farm And Home	113.31	.00
2156	7674	CARD CENTER	N		
294	590-59014-801-000000		Costco Whse#1268	32.94	.00
2156	7674	CARD CENTER	N		
353	590-59014-801-000000		Feldmans Farm And Home	36.95	.00
2156	7674	CARD CENTER	N		
Totals for account: 590-59014-801-000000				567.91	*
132	590-59015-801-000000	PROTECTIVE CLOTHING	Boot Barn #210	149.49	.00
2156	7674	CARD CENTER	N		
204	590-59015-801-000000		Amazon MktpLace Pmts	.00	49.99
2156	7674	CARD CENTER	N		
205	590-59015-801-000000		Amazon MktpL	76.99	.00
2156	7674	CARD CENTER	N		
251	590-59015-801-000000		Amazon MktpL	49.99	.00
2156	7674	CARD CENTER	N		
Totals for account: 590-59015-801-000000				276.47	49.99 *
21	590-59026-801-000000	MISCELLANEOUS EXPENSES	Samsclub #6247	261.81	.00
2156	7674	CARD CENTER	N		
54	590-59026-801-000000		The Home Depot #3019	74.66	.00
2156	7674	CARD CENTER	N		
57	590-59026-801-000000		Samsclub #6247	35.64	.00
2156	7674	CARD CENTER	N		
167	590-59026-801-000000		McDonalds F29621	31.43	.00
2156	7674	CARD CENTER	N		
175	590-59026-801-000000		Costco Whse#1268	44.83	.00
2156	7674	CARD CENTER	N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Account Number			Description	Item Description						Debit Amount	Credit Amount	
Line				No								
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						
284	590-59026-801-000000		MISCELLANEOUS EXPENSES			The Home Depot	#3019				80.90	.00
2156	7674	CARD CENTER				N						
296	590-59026-801-000000					Costco Whse#1268					111.70	.00
2156	7674	CARD CENTER				N						
350	590-59026-801-000000					Sams Club #6247					210.87	.00
2156	7674	CARD CENTER				N						
355	590-59026-801-000000					Feldmans Farm And Home					12.00	.00
2156	7674	CARD CENTER				N						
369	590-59026-801-000000					McDonalds F29621					31.43	.00
2156	7674	CARD CENTER				N						
Totals for account: 590-59026-801-000000											895.27	
239	590-53000-802-000000		GENERAL SUPPLIES			Amazon MktpL					38.90	.00
2156	7674	CARD CENTER				N						
265	590-53000-802-000000					Wal-Mart #0234					29.40	.00
2156	7674	CARD CENTER				N						
362	590-53000-802-000000					Usabluebook					287.75	.00
2156	7674	CARD CENTER				N						
380	590-53000-802-000000					Feldmans Farm And Home					47.99	.00
2156	7674	CARD CENTER				N						
381	590-53000-802-000000					Amazon MktpL					20.08	.00
2156	7674	CARD CENTER				N						
409	590-53000-802-000000					Grainger					36.72	.00
2156	7674	CARD CENTER				N						
416	590-53000-802-000000					Amazon Reta* Ni8rk5wa1					53.37	.00
2156	7674	CARD CENTER				N						
431	590-53000-802-000000					Amazon MktpL					14.99	.00
2156	7674	CARD CENTER				N						
445	590-53000-802-000000					Uline					161.47	.00
2156	7674	CARD CENTER				N						
452	590-53000-802-000000					Grainger					51.72	.00
2156	7674	CARD CENTER				N						
Totals for account: 590-53000-802-000000											742.39	
8	590-53006-802-000000		BUILDING MAINT SUPPLIES			Sutherlands 1214					15.78	.00
2156	7674	CARD CENTER				N						
29	590-53006-802-000000					Lowes #01565					92.97	.00
2156	7674	CARD CENTER				N						

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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	Employee Asset id	
Number	Number				Number	Split	Compl	Liquid Amt	Number
						Seq Number			
Totals for account: 590-53006-802-000000								108.75	*
9	590-53008-802-000000		MAINTENANCE MATERIALS		Amazon MktpL			49.95	.00
2156	7674	CARD CENTER					N		
99	590-53008-802-000000				Lowes #01565			88.70	.00
2156	7674	CARD CENTER					N		
291	590-53008-802-000000				Lowes #01565			94.60	.00
2156	7674	CARD CENTER					N		
304	590-53008-802-000000				Feldmans Farm And Home			26.97	.00
2156	7674	CARD CENTER					N		
372	590-53008-802-000000				Feldmans Farm And Home			.00	47.99
2156	7674	CARD CENTER					N		
377	590-53008-802-000000				Feldmans Farm And Home			63.98	.00
2156	7674	CARD CENTER					N		
Totals for account: 590-53008-802-000000								324.20	47.99 *
16	590-53010-802-000000		LAB SUPPLIES		Usabluebook			148.74	.00
2156	7674	CARD CENTER					N		
23	590-53010-802-000000				Usabluebook			74.72	.00
2156	7674	CARD CENTER					N		
62	590-53010-802-000000				Usabluebook			514.35	.00
2156	7674	CARD CENTER					N		
66	590-53010-802-000000				Usabluebook			289.23	.00
2156	7674	CARD CENTER					N		
169	590-53010-802-000000				Usabluebook			954.86	.00
2156	7674	CARD CENTER					N		
182	590-53010-802-000000				Usabluebook			1,180.85	.00
2156	7674	CARD CENTER					N		
264	590-53010-802-000000				Usabluebook			873.68	.00
2156	7674	CARD CENTER					N		
Totals for account: 590-53010-802-000000								4,036.43	*
47	590-54004-802-000000		TRAINING COSTS		American Water Works Ass			67.00	.00
2156	7674	CARD CENTER					N		
113	590-54004-802-000000				Safety Unlimited Inc			210.00	.00
2156	7674	CARD CENTER					N		
179	590-54004-802-000000				Safety Unlimited Inc			210.00	.00
2156	7674	CARD CENTER					N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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			
								-----	-----
Totals for account: 590-54004-802-000000								487.00	
24	590-57005-802-000000		WATER PLANT MAINTENANCE		Grainger			107.92	.00
2156	7674	CARD CENTER					N		
34	590-57005-802-000000				Grainger			97.74	.00
2156	7674	CARD CENTER					N		
90	590-57005-802-000000				Grainger			78.96	.00
2156	7674	CARD CENTER					N		
129	590-57005-802-000000				Vsp*indenco	Plastics Cor		411.80	.00
2156	7674	CARD CENTER					N		
170	590-57005-802-000000				Chemco Systems			4,729.97	.00
2156	7674	CARD CENTER					N		
227	590-57005-802-000000				Sq *kansas City Industri			3,320.00	.00
2156	7674	CARD CENTER					N		
228	590-57005-802-000000				Vsp*indenco	Plastics Cor		157.78	.00
2156	7674	CARD CENTER					N		
280	590-57005-802-000000				Grainger			224.34	.00
2156	7674	CARD CENTER					N		
301	590-57005-802-000000				Grainger			396.10	.00
2156	7674	CARD CENTER					N		
314	590-57005-802-000000				Vsp*indenco	Plastics Cor		45.15	.00
2156	7674	CARD CENTER					N		
373	590-57005-802-000000				Lowes #00907			29.41	.00
2156	7674	CARD CENTER					N		
463	590-57005-802-000000				Grainger			54.63	.00
2156	7674	CARD CENTER					N		
								-----	-----
Totals for account: 590-57005-802-000000								9,653.80	*
187	590-57006-802-000000		WELLFIELD MAINTENANCE		Sutherlands 1214			20.97	.00
2156	7674	CARD CENTER					N		
193	590-57006-802-000000				Sq *superior Electrical			1,320.18	.00
2156	7674	CARD CENTER					N		
347	590-57006-802-000000				Sutherlands 1214			67.91	.00
2156	7674	CARD CENTER					N		
385	590-57006-802-000000				Lowes #01565			29.66	.00
2156	7674	CARD CENTER					N		
								-----	-----
Totals for account: 590-57006-802-000000								1,438.72	*

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
220	590-57019-802-000000	BUILDING MAINTENANCE	Lowes #01565	31.44	.00
2156	7674	CARD CENTER	N		
270	590-57019-802-000000		Lowes #00907	58.56	.00
2156	7674	CARD CENTER	N		
279	590-57019-802-000000		Amazon.Com*nz0xb8tq1	20.97	.00
2156	7674	CARD CENTER	N		
Totals for account: 590-57019-802-000000				110.97	*
195	590-59014-802-000000	CLOTHING EXPENSES	Amazon.Com*nn1jb4en1	187.65	.00
2156	7674	CARD CENTER	N		
465	590-54000-803-000000	TRAINING TRAVEL	Southwes	97.48	.00
2156	7674	CARD CENTER	N		
64	590-70002-803-000000	COMPUTER EQUIPMENT	Amazon Mktpl	595.93	.00
2156	7674	CARD CENTER	N		
Totals for fund: 590				21,663.40	21,663.40 **
497	591-10001-000-000000	CASH AND INVESTMENTS		.00	12,569.76
283	591-53000-131-000000	GENERAL SUPPLIES	Lowes #01565	11.96	.00
2156	7674	CARD CENTER	N		
289	591-53000-131-000000		Lowes #01565	.00	.98
2156	7674	CARD CENTER	N		
321	591-53000-131-000000		Amazon.Com*nz53b6de2	18.68	.00
2156	7674	CARD CENTER	N		
329	591-53000-131-000000		Amazon Mktpl	16.03	.00
2156	7674	CARD CENTER	N		
Totals for account: 591-53000-131-000000				46.67	.98 *
143	591-53000-901-000000	GENERAL SUPPLIES	Sutherlands 1214	10.45	.00
2156	7674	CARD CENTER	N		
238	591-53000-901-000000		Amazon Mktpl	264.99	.00
2156	7674	CARD CENTER	N		
310	591-53000-901-000000		Lowes #01565	50.97	.00
2156	7674	CARD CENTER	N		
Totals for account: 591-53000-901-000000				326.41	*

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item No	Description	Debit Amount	Credit Amount			
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Item Split Seq Number	Encumbrance Liquid Amt	Employee Asset id Number	
306	591-54001-901-000000	REGISTRATION FEES			Jccc Wdce		199.00		.00
2156	7674	CARD CENTER				N			
340	591-54001-901-000000				Mo Dmv		42.07		.00
2156	7674	CARD CENTER				N			
387	591-54001-901-000000				Jccc Wdce		199.00		.00
2156	7674	CARD CENTER				N			
424	591-54001-901-000000				Mo Dmv		42.07		.00
2156	7674	CARD CENTER				N			
Totals for account: 591-54001-901-000000							482.14		
41	591-57004-901-000000	MAINS & LINES MAINTENANCE			Sp Bchardscapes Supply		250.00		.00
2156	7674	CARD CENTER				N			
50	591-57004-901-000000				Lowes #01565		52.44		.00
2156	7674	CARD CENTER				N			
65	591-57004-901-000000				Sp Bchardscapes Supply		250.00		.00
2156	7674	CARD CENTER				N			
95	591-57004-901-000000				Lowes #01565		25.96		.00
2156	7674	CARD CENTER				N			
302	591-57004-901-000000				Feldmans Farm And Home		33.96		.00
2156	7674	CARD CENTER				N			
Totals for account: 591-57004-901-000000							612.36		
315	591-57009-901-000000	VEHICLE MAINTENANCE			Rite Way Auto Service		641.10		.00
2156	7674	CARD CENTER				N			
322	591-57009-901-000000				Lowes #01565		23.96		.00
2156	7674	CARD CENTER				N			
336	591-57009-901-000000				Feldmans Farm And Home		16.99		.00
2156	7674	CARD CENTER				N			
Totals for account: 591-57009-901-000000							682.05		
475	591-57019-901-000000	BUILDING MAINTENANCE			Index Restaurant Supply		808.34		.00
2156	7674	CARD CENTER				N			
2	591-59014-901-000000	CLOTHING EXPENSES			Happy Times		222.00		.00
2156	7674	CARD CENTER				N			
20	591-59014-901-000000				Target 00014555		24.00		.00
2156	7674	CARD CENTER				N			
178	591-59014-901-000000				Costco Whse#1268		31.46		.00
2156	7674	CARD CENTER				N			

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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				
241	591-59014-901-000000		CLOTHING EXPENSES		Target	00014555			77.20	.00
2156	7674	CARD CENTER				N				
295	591-59014-901-000000				Costco Whse#1268				32.94	.00
2156	7674	CARD CENTER				N				
354	591-59014-901-000000				Feldmans Farm And Home				36.95	.00
2156	7674	CARD CENTER				N				
366	591-59014-901-000000				Feldmans Farm And Home				53.98	.00
2156	7674	CARD CENTER				N				
Totals for account: 591-59014-901-000000									478.53	
15	591-59015-901-000000		PROTECTIVE CLOTHING		Amazon MktpL				76.99	.00
2156	7674	CARD CENTER				N				
206	591-59015-901-000000				Amazon MktpL				153.98	.00
2156	7674	CARD CENTER				N				
Totals for account: 591-59015-901-000000									230.97	
22	591-59026-901-000000		MISCELLANEOUS EXPENSES		Samsclub #6247				261.81	.00
2156	7674	CARD CENTER				N				
44	591-59026-901-000000				McDonalds F29621				26.94	.00
2156	7674	CARD CENTER				N				
55	591-59026-901-000000				The Home Depot #3019				74.65	.00
2156	7674	CARD CENTER				N				
58	591-59026-901-000000				Samsclub #6247				35.64	.00
2156	7674	CARD CENTER				N				
176	591-59026-901-000000				Costco Whse#1268				44.83	.00
2156	7674	CARD CENTER				N				
247	591-59026-901-000000				McDonalds F29621				31.43	.00
2156	7674	CARD CENTER				N				
285	591-59026-901-000000				The Home Depot #3019				80.89	.00
2156	7674	CARD CENTER				N				
297	591-59026-901-000000				Costco Whse#1268				111.70	.00
2156	7674	CARD CENTER				N				
351	591-59026-901-000000				Sams Club #6247				210.87	.00
2156	7674	CARD CENTER				N				
356	591-59026-901-000000				Feldmans Farm And Home				11.99	.00
2156	7674	CARD CENTER				N				
472	591-59026-901-000000				Price Chopper #120				11.96	.00
2156	7674	CARD CENTER				N				

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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				
Totals for account: 591-59026-901-000000									902.71	*
46	591-53000-902-000000		GENERAL SUPPLIES		Reeves-Wiedeman	-	Libert		176.75	.00
2156	7674	CARD CENTER					N			
68	591-53000-902-000000				Menards	3342			179.86	.00
2156	7674	CARD CENTER					N			
70	591-53000-902-000000				The Home Depot	#3019			128.91	.00
2156	7674	CARD CENTER					N			
157	591-53000-902-000000				Feldmans Farm And Home				159.99	.00
2156	7674	CARD CENTER					N			
272	591-53000-902-000000				Feldmans Farm And Home				499.00	.00
2156	7674	CARD CENTER					N			
286	591-53000-902-000000				Academy Sports	#258			31.98	.00
2156	7674	CARD CENTER					N			
Totals for account: 591-53000-902-000000									1,176.49	*
14	591-53008-902-000000		MAINTENANCE MATERIALS		The Home Depot	3019			289.00	.00
2156	7674	CARD CENTER					N			
51	591-53008-902-000000				Uline				291.28	.00
2156	7674	CARD CENTER					N			
97	591-53008-902-000000				Reeves-Wiedeman	-	Libert		44.29	.00
2156	7674	CARD CENTER					N			
370	591-53008-902-000000				Grainger				670.23	.00
2156	7674	CARD CENTER					N			
Totals for account: 591-53008-902-000000									1,294.80	*
313	591-53010-902-000000		LAB SUPPLIES		Usabluebook				88.95	.00
2156	7674	CARD CENTER					N			
364	591-53010-902-000000				Lowes	#01565			7.36	.00
2156	7674	CARD CENTER					N			
376	591-53010-902-000000				Lowes	#01565			7.96	.00
2156	7674	CARD CENTER					N			
383	591-53010-902-000000				Usabluebook				495.42	.00
2156	7674	CARD CENTER					N			
389	591-53010-902-000000				Amazon MktpL				9.95	.00
2156	7674	CARD CENTER					N			
442	591-53010-902-000000				Usabluebook				1,184.54	.00
2156	7674	CARD CENTER					N			

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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		
Totals for account: 591-53010-902-000000			1,794.18	*
11 591-54004-902-000000	TRAINING COSTS	Mo Dept Of Nat Resorc	61.45	.00
2156 7674 CARD CENTER		N		
61 591-54004-902-000000		Professional Training As	100.00	.00
2156 7674 CARD CENTER		N		
334 591-54004-902-000000		Twin Peaks N. Kansas Cit	44.65	.00
2156 7674 CARD CENTER		N		
361 591-54004-902-000000		Twin Peaks Independence	85.00	.00
2156 7674 CARD CENTER		N		
Totals for account: 591-54004-902-000000			291.10	*
27 591-57005-902-000000	WATER PLANT MAINTENANCE	The Home Depot #3019	388.94	.00
2156 7674 CARD CENTER		N		
259 591-57005-902-000000		Sq *kansas City Industri	423.93	.00
2156 7674 CARD CENTER		N		
Totals for account: 591-57005-902-000000			812.87	*
250 591-57019-902-000000	BUILDING MAINTENANCE	Feldmans Farm And Home	63.45	.00
2156 7674 CARD CENTER		N		
455 591-57019-902-000000		Best Battery Solutions	550.00	.00
2156 7674 CARD CENTER		N		
Totals for account: 591-57019-902-000000			613.45	*
39 591-59014-902-000000	CLOTHING EXPENSES	Target 00014555	24.00	.00
2156 7674 CARD CENTER		N		
257 591-59014-902-000000		Happy Times	50.00	.00
2156 7674 CARD CENTER		N		
444 591-59014-902-000000		Amazon MktpL	40.41	.00
2156 7674 CARD CENTER		N		
Totals for account: 591-59014-902-000000			114.41	*
317 591-70002-902-000000	COMPUTER EQUIPMENT	Best Buy 00007682	399.98	.00
2156 7674 CARD CENTER		N		
261 591-53000-903-000000	GENERAL SUPPLIES	Best Buy 00007682	694.95	.00
2156 7674 CARD CENTER		N		
473 591-57019-903-000000	BUILDING MAINTENANCE	Index Restaurant Supply	808.33	.00
2156 7674 CARD CENTER		N		

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 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		
Totals for fund: 591			12,570.74	12,570.74 **
499 592-10001-000-000000	CASH AND INVESTMENTS		.00	2,885.44
38 592-70020-801-000000	CONSTRUCTION CONTRACT	Sp Bchardscapes Supply	250.00	.00
2156 7674 CARD CENTER		N		
74 592-70020-801-000000		Car Parts Distributing I	66.00	.00
2156 7674 CARD CENTER		N		
84 592-70020-801-000000		Lowes #01565	41.98	.00
2156 7674 CARD CENTER		N		
106 592-70020-801-000000		Sp Bchardscapes Supply	190.00	.00
2156 7674 CARD CENTER		N		
275 592-70020-801-000000		Reeves-Wiedeman - Libert	95.98	.00
2156 7674 CARD CENTER		N		
298 592-70020-801-000000		Reeves-Wiedeman - Libert	95.98	.00
2156 7674 CARD CENTER		N		
341 592-70020-801-000000		In *abc-Comm Llc	700.00	.00
2156 7674 CARD CENTER		N		
357 592-70020-801-000000		Sp Bchardscapes Supply	452.00	.00
2156 7674 CARD CENTER		N		
436 592-70020-801-000000		Quality Plumbing Inc	993.50	.00
2156 7674 CARD CENTER		N		
Totals for account: 592-70020-801-000000			2,885.44	*
Totals for fund: 592			2,885.44	2,885.44 **
500 999-10001-000-000000	CASH AND INVESTMENTS		.00	86,481.96
476 999-39100-000-000000	EQ IN POOLED CASH - FUND 100		22,996.46	.00
490 999-39244-000-000000	EQ IN POOLED CASH - FUND 244		3,112.80	.00
492 999-39247-000-000000	EQ IN POOLED CASH - FUND 247		648.92	.00
478 999-39351-000-000000	EQ IN POOLED CASH - FUND 351		202.79	.00
480 999-39352-000-000000	EQ IN POOLED CASH - FUND 352		257.53	.00
482 999-39354-000-000000	EQ IN POOLED CASH - FUND 354		408.32	.00
484 999-39460-000-000000	EQ IN POOLED CASH - FUND 460		8,162.69	.00
486 999-39461-000-000000	EQ IN POOLED CASH - FUND 461		7,704.64	.00

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Compl Liquid Amt Employee Asset id Number		
			Seq Number		
488	999-39465-000-000000	EQ IN POOLED CASH - FUND 465		5,968.16	.00
494	999-39590-000-000000	EQ IN POOLED CASH - FUND 590		21,564.45	.00
496	999-39591-000-000000	EQ IN POOLED CASH - FUND 591		12,569.76	.00
498	999-39592-000-000000	EQ IN POOLED CASH - FUND 592		2,885.44	.00
Totals for fund: 999				86,481.96	86,481.96 **
Totals for journal entry number: 1627				174,583.59	174,583.59 ***

Fiscal Year: 2025 Journal entry number: 1627 Journal entry date: 06/30/2025 UMB VISA June 2025



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 14, 2025
A/R No.: 2025-204

Department: Administration

Submitted By: Claire Rodgers, Marketing
& Communications Manager

Subject: Ordinance approving an artwork commission and purchase agreement with KC Murals, LLC for a mural on the retaining wall on Frontage Road near the intersection of Kansas Street and Forrest Avenue in an amount not to exceed \$10,000.00

Summary:

Purchase mural from KC Murals, LLC to be installed on the retaining wall on Frontage Road near the intersection of Kansas Street and Forrest Avenue.

Background:

Members from both the Liberty Tourism Committee and Liberty Arts Commission came together to create a mural subcommittee to evaluate artists and locations for a mural funded by the Transient Guest Tax. The final selected location is the retaining wall facing Frontage Road in front of Crowley Furniture near the intersection of Kansas Street and Forrest Avenue.

The mural committee reviewed more than 200 applications from artists across the country and narrowed the field down to five artists to submit a paid draft design. One of the artists dropped out of consideration and four presented their design concepts in March. Katie Lee of KC Murals, LLC was selected. She is a Liberty native with an extensive portfolio and has painted murals all around Kansas City.

The artist contract is for \$10,000.00 and the final design is included in this packet for approval.

The artist will provide a print-ready file that will be printed on vinyl and applied to metal panels, which will then be applied to the wall. The contract for installation to be completed by The Local Print Shop is also on the City Council meeting agenda for consideration.

The retaining wall is on the City's right of way. Staff have communicated with the property management company, Maxus Properties, as well as a few of the business owners in the adjacent shopping center, providing updates throughout the process.

Previous Action (if applicable):

Policy/Committee Review:

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

Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 244-55035-119-000000	Amount: \$10,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - KC Murals, LLC
2. Contract 2025 Liberty Commissioned Mural FINAL (1)

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN ARTWORK COMMISSION AND PURCHASE
AGREEMENT WITH KC MURALS, LLC FOR A MURAL ON THE RETAINING WALL
ON FRONTAGE ROAD NEAR THE INTERSECTION OF KANSAS STREET AND
FORREST AVENUE IN AN AMOUNT NOT TO EXCEED \$10,000.00

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
certain agreement by and between the City of Liberty and KC Murals, 15283 54th St.,
Oskaloosa, KS 66066, in an amount not to exceed TEN THOUSAND DOLLARS
(\$10,000) for the design of mural artwork, 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

ARTWORK COMMISSION AND PURCHASE AGREEMENT

This artwork commission and purchase agreement ("Agreement") is by and between the City of Liberty, Missouri (the "City") and Katie McCoy, KC Murals LLC. ("Artist").

WHEREAS, the City of Liberty is seeking a commissioned mural to be installed on the retaining wall on the Frontage Road in near the intersection at Kansas Street and Forrest Avenue;

WHEREAS, the City has allocated funding within the Transient Guest Tax for the express purpose of commissioning a mural;

WHEREAS, Artist is the creator of the artwork listed in Exhibit C ("Renderings of Artwork") attached hereto and incorporated herein;

WHEREAS, the City has selected Katie McCoy, KC Murals LLC as the Artist through a competitive Request of Qualifications and Request for Proposals process;

WHEREAS, the City desires to commission and purchase an original work of public art from Artist upon the terms and conditions set forth in this Agreement;

WHEREAS, the Artist desires to contract with the City for the commission and sale of the Artwork upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged by both parties, and in reliance on the mutual promises and agreements contained herein, the parties agree as follows:

- 1. SCOPE AND SERVICES TO BE PERFORMED.** Artist shall perform the following service in connection with the Artist's work (the "Artwork") as set forth in Exhibit A – Scope of Services:
 - a. **Scope of Services** – Exhibit A
 - b. **Schedule of Performance** – Exhibit B
 - c. Artist shall collaborate with the City's selected installation vendor for the purposes of sizing the design for print
 - d. City shall have the right to inspect and review the Artwork being done and described in **Exhibit C – Renderings of Artwork** and to consult with Artist at any reasonable time. Meetings will be held at the request of City or Artist.
- 2. DURATION OF AGREEMENT.** The Agreement shall take effect on the date executed by City. Ownership of the Artwork shall be delivered to the City by August 31 unless otherwise agreed to by the parties in writing.
 - a. All work, including delivery and installation, shall be completed, in accordance with the Agreement, no later than September 31, 2025.
 - b. Extension of this time may be granted by the City for excusable delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Artist or of their subcontractors or suppliers.

- 3. CONTRACT PRICE AND PAYMENT.** City shall pay Artist for the performance of this Agreement the amount of \$10,000 as follows:
- a. Deposit (50%):\$5,000. Once Agreement is executed by the City and a written notice to proceed has been provided to Artist.
 - b. Final Payment (50%): \$5,000: Due upon installation of the project and acceptance by the City.
 - c. City shall pay the Artist as outlined above and within 30 days after receiving invoices provided that Artist has completed and delivered all appropriate tax forms to the City. Acceptance by the City shall be in writing by an authorized representative of the City. The installation of the Artwork will be performed by a third-party sign company, and overseen by the Artist and City. City is not liable for any obligation incurred by Artist except as approved under the provisions of this contract. Should Artist fail or refuse to deliver the Artwork or ownership of the Artwork to the City under the terms of this Agreement, then Artist shall refund all amounts paid by the City under this Agreement.

4. DEFINITIONS.

- a. **ARTIST.** Artist is defined in this Agreement as Katie McCoy, KC Murals, LLC
- b. **ARTWORK.** The Artwork is a digitally designed mural that will be printed by a third-party sign company and installed on metal panels to the designated wall.
- c. **PROJECT.** The Project is the total site construction in which the Artwork, under this Agreement, will be incorporated to be displayed including not only the Artwork itself but also any associated foundations, landscaping, lighting, or other work installed in conjunction with Artwork
- d. **SITE.** Site refers to the retaining wall on the Frontage Road near the intersection of Forrest Avenue and Kansas Street.

5. RESPONSIBILITY OF THE CITY.

- a. **Inspection.** City will conduct reviews of plans and respond to Artist with comments and/or approval in the time specified and the approved schedule.
- b. **Identification.** The Artist may include their name, title of the piece and date on the mural if desired.
- c. **Project Site Preparation.** City will prepare the Site, design and install all necessary foundations to support and complete the Artwork at City expense. All Site landscaping and lighting not integral to the piece itself, and restoration are the responsibility of the City at City expense.
- d. **Conservation and Maintenance.** City recognizes that regular maintenance of the Artwork is essential to the integrity of the Artwork. City, to the extent allowed by law and subject to appropriation of funds, will maintain and protect the Artwork against the ravages of time, vandalism and the elements, taking into account the instructions of the Artist set forth when the Artwork is completed and installed.

e. Repairs and Restoration.

- i. City will have the right to determine, after consultation with the Artist or a professional familiar with art conservation, when and if repairs and restorations to the Artwork will be made.
- ii. All repairs and restorations will be made in accordance with recognized principles of conservation.

f. Alternations of the Artwork or of the Site. City agrees:

- i. Not to intentionally damage, alter, modify or change the Artwork without written approval of the Artist.
- ii. To notify the Artist of any proposed alteration of the site that would affect the intended character and appearance of the Artwork and will consult with the Artist in the planning and execution of any site alteration and will make a reasonable effort to maintain the integrity of the Artwork.
- iii. Not to intentionally use the Artwork in any manner that would reflect discredit on the Artist's name or reputation as an Artist or which would violate the spirit of the Work.

6. RIGHTS AND RESPONSIBILITIES OF ARTIST.

a. Design and Completion of Artwork

- i. Artist shall determine the design and artistic expression of the Artwork consistent with the depiction in Exhibit C, subject to City approval.
- ii. Artist shall review the plan for installation and will coordinate with the City's selected third-party sign installation company.
- iii. Artist shall be responsible for determining the extent and sequencing of the work required to fabricate and install the Artwork, including structural and technical work required for safe and permanent installation, and commitment that the finished work will be in substantial conformity in size and shape with the design as shown on attached Exhibit C.

7. WAIVER OF ARTIST'S RIGHTS

As a material part of the consideration provided by Artist under the terms of this Agreement, Artist waives any and all rights Artist may have with respect to the Artwork and any and all works of art produced under the terms of this Agreement pursuant to the federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 106A and 113(d)), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. section 106A, or any other type of moral right protecting the integrity of works of art. Artist expressly agrees that the Work performed hereunder is "Work Made for Hire" under the provisions of 17 U.S.C. section 101. The provisions of this paragraph shall apply to modify Artist's rights of attribution and integrity as set out in the Visual Artists Rights Act, 17 U.S.C §§ 106A and 113(d) ("VARA"), and any rights arising under United States federal or state law or under the laws of another country that convey rights of the same nature as those conveyed under VARA, as against the City of Liberty, Missouri and its agents. The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork.

Artist agrees that the Artwork and services performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Artist further agrees that Artwork will not utilize any protected patent, trademark or copyright in

performance of work under this Agreement unless Artist has obtained proper permission and all releases and other necessary documents. If Artist specifies any material, equipment, process or procedure which is protected, Artist shall disclose such patents, trademarks and copyrights in the construction drawings and technical specifications.

Upon completion, all copyright and licensing of the mural will belong to the City of Liberty, Missouri in perpetuity. The City of Liberty as Owner retains the exclusive right to make, and to authorize the making of photographs and other two-dimensional reproductions of the artwork for any Owner-related purposes, including, but not limited to educational, advertising, marketing, public relations, promotion, any documentation of Owner's art collection or other noncommercial purposes in print or electronic media. The City will also retain rights to create prints of the design, use the design in merchandise or other products as giveaways or for sale in the future.

The Artist may use photographs and other two-dimensional reproductions of the artwork for any artistic or promotional purposes, including, but not limited to educational, advertising, marketing, public relations, promotion, any documentation of Artist's work or other noncommercial purposes in print or electronic media.

The Artist agrees that it will not make any additional exact duplicates or three-dimensional reproductions of the exact design dimensions and materials of the Artwork nor grant others permission to do so, except with written permission of City.

Artist shall sign attached VARA Waiver, Exhibit D, concerning Visual Arts Rights Act of 1990 (VARA)

8. WARRANTIES OF TITLE. The Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of Artist;
- b. The Artwork is unique and original and does not infringe upon any copyright;
- c. The Artwork, or a duplicate had not been accepted for sale elsewhere;
- d. The Artwork is free and clear of any liens from any source whatsoever; and,
- e. Prior to final payment, Artist will furnish the City with notarized statements from the fabricator, if applicable, and all other suppliers of materials used in the Artwork that all monies due have been paid.

9. TITLE AND OWNERSHIP. Upon completion and installation of the Artwork and upon final acceptance and final payment to the Artist by City, title to the Artwork shall pass to the City. Consistent with Section 7 of this Agreement, and in the case of removal, the Artist is aware of and hereby specifically waives all rights under the Artists Visual Rights Act of 1990, 12 U.S.C. Sections 106A and 1133, or as subsequently amended, with regard to the Artwork.

10. INDEMNIFICATION AND RELEASE.

- a. *Infringement.* Artist shall indemnify, defend and hold the City and its officials, officers, employees, and agents, harmless from any and all liabilities, fines, penalties, and expenses, (including attorney's fees and the costs of defending any the City actions) arising out of any claim by any individual, institution, or other person claiming full or partial title or copyright to the Artwork.
- b. *Injury.* Artist shall indemnify, defend and hold the City and its officials, officers, employees, and agents, harmless from and against all liabilities, claims, losses, fines, penalties, and expenses, (including attorney's fees) for injuries (including death) or damages arising out of or resulting from the performance of this Agreement. The artist shall not be held liable for any claims related to

the installation of the mural or work performed by a third-party signage installer.

- 11. NON-ASSIGNABILITY.** Neither party hereto shall have the right to assign this Agreement without the prior written consent of the other party. The Artist shall, however, retain the right to assign monies due to him or her under the terms of this Agreement.
- 12. HEIRS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives, and references to the Artist and the City of Liberty shall include their Heirs, successors, assigns, and personal representatives.
- 13. INTEGRATION.** This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.
- 14. WAIVERS.** A waiver of any breach of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.
- 15. TERMINATION OF AGREEMENT.** The City reserves the right to terminate in whole or in any part of this contract, upon written notice to Artist.
- 16. SEVERABILITY.** If a court of competent jurisdiction determines any Agreement provision to any extent to be invalid or unenforceable, the remainder of this Agreement will not be affected, and each remaining Agreement provision will be valid and enforceable to the fullest extent permitted by law. If any Agreement provision is capable of more than one construction, one of which would render the provision void and any other of which would render the provision valid, the provision has the meaning that renders it valid.
- 17. ADDRESSES FOR NOTICES AND PAYMENTS.** All notices, communications, invoices and payments pertaining to this Agreement may be directed as follows:

For the City:

City of Liberty
Attn: Claire Rodgers
Asst. Director of
Communications & Public
Relations
101 E. Kansas Liberty, MO

Phone: 816-439-4428

For Artist:

Artist/Business	KC Murals LLC
Address	15283 54th Street
City, State, zip	Oskaloosa, KS 66066
Email:	kcmuralist@gmail.com
Phone:	816.536.0705

It is the sole responsibility of Artist to notify the City of any change of address. In case of death of Artist, the legal representative of Artist is requested to contact the City in writing to provide information regarding the disposition of the Artwork and as to whom and where notices should be sent.

- 18. GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Missouri. Any suit pertaining to this Agreement may be brought only in courts in Clay County, Missouri. The

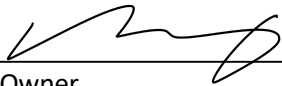
Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

19. ACKNOWLEDGEMENT AND EXECUTION. Each party has read this Agreement in its entirety and understands its terms and consequences. Each of the undersigned hereby represents that he or she has the authority to enter into this Agreement.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the City Manager's signature below.

Artist/Owner



Artist/Owner

7.7.25

Date

CITY OF LIBERTY, MISSOURI

Mayor

Date

Attest

City Clerk

Approved as to Form

Office of the City Attorney

TABLE OF EXHIBITS

EXHIBIT A	SCOPE OF WORK
EXHIBIT B	SCHEDULE OF PERFORMANCE
EXHIBIT C	RENDERING OF ARTWORK
EXHIBIT D	VARA WAIVER

EXHIBIT A
SCOPE OF WORK

A. Project Understanding

1. Artist has been selected by the City to design a mural. The mural will be printed on vinyl and installed by a third-party vendor. The artwork will be an exterior piece and will be site-specific and site responsive.
2. City will provide technical support services, as reasonably requested by the Artist, in order to permit the Artist to prepare and submit the Working Drawings.

B. Scope of Services

1. Preliminary Phase

- a. Artist will prepare and submit print ready graphic files of the mural and work with the City on edits to the draft design.

2. Work at the Site

- a. Artist shall collaborate with the City's selected installation vendor for the purposes of sizing the design for print.
- b. Advise, consult and inspect the completed installation of the Artwork at the site to ensure that the installation is in conformance to the proposal.
- c. Work will be completed as set out in the Exhibit C – Schedule of Performance.

3. Final Acceptance

- a. The Artist will advise City in writing all services required under **Exhibit B - Scope of Services**, have been completed. City will make a final inspection with the Artist and notify the Artist in writing of all particulars in which this inspection reveals that the Artwork is incomplete or defective. Artist shall immediately take such measures as are necessary to complete such work or remedy such deficiencies.
- b. Prior to final acceptance, the Artist will provide City with a description of the methods of cleaning, preserving and maintaining the Artwork.
- c. City will notify the Artist of its final acceptance of the Artwork. Final acceptance shall be effective as the date City's notification of final acceptance.

EXHIBIT B

SCHEDULE OF PERFORMANCE

A. Schedule of Performance. The services required of the Artist as set forth in this contract will be completed in accordance with the schedule for completion of the Artwork. As proposed by the Artist and approved in writing by City, but the time limited may be extended or modified by written agreement between the Artist and City.

B. Design

1. Upon execution of the contract, the Artist will finalize the design based on feedback provided by the City.
2. Deliver print ready files with any necessary detailed specifications to City by August 1, 2025.

C. Work at the Site – Fabrication

1. Artist will coordinate with the City's selected installer and be available if needed the day of the mural installation, which shall be no later than September 30, 2025.

D. Final Close-Out and Final Payment

1. Upon acceptance of artwork and installation of the mural, the Artist shall the submit final payment invoice.

E. Inauguration/Dedication

1. The Artist will be available at a mutually agreed time for the inauguration or dedication ceremonies of the Artwork, if any.

EXHIBIT C

RENDERINGS OF ARTWORK

Artist provides conceptual renderings of the Artwork. Renderings should include dimensions and mock up of installation.



[Handwritten signature]











EXHIBIT D

VARA WAIVER

The City of Liberty (hereinafter referred to as "City") is purchasing the Artwork known as "____" (hereinafter referred to as "Artwork") created by Katie McCoy. (hereinafter referred to as "Artist"), for the sum of \$ 10,000.00.

Artist waives any rights granted to Artist pursuant to the Visual Artist Rights Act (VARA) 17 USC Section 106A and any such related federal or state statutes as part of the sale. The City will use the Artwork in a professional manner that respects the work of the Artist. The city may decide to use or not use the Artwork at its sole discretion. The city may sell or dispose of the Artwork when it no longer has the need or use of it.

The rights waived hereunder include but are not limited to the following rights granted Artist pursuant to the Visual Arts Rights Act as part of the sale:

(1) The right to move the Artwork to another location or to sell the Artwork, provided however that regardless of to whom sold or where relocated, the Artwork will be identified as the work of the Artist, the Artwork will not at any time be distorted, mutilated or modified so as to prejudice Artist or Artist's honor or reputation. The City will use the Artwork in a professional manner and respect the work of the Artist. The City may move the Artwork, or sell the Artwork when it no longer has the need or use for it.

(2) In the event of any breach of the provisions of this waiver by the City or any successor in the interest of the Artwork, the Artist shall have the right to preclude the use of Artist's name in connection with the creation of the Artwork.



Signature of Artist

7.8.25

Date



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 14, 2025
A/R No.: 2025-226

Department: Administration

Submitted By: Claire Rodgers, Marketing
& Communications Manager

Subject: Ordinance approving a mural installation agreement with Posterworx, Inc. dba The Local Print Shop KC for the mural printing and installation on the retaining wall on Frontage Road near the intersection of Kansas Street and Forrest Avenue in an amount not to exceed \$37,470.00

Summary:

Printing and installation of the mural at the intersection of Kansas Street and Forrest Avenue.

Background:

Members from both the Liberty Tourism Committee and Liberty Arts Commission came together to create a mural subcommittee to evaluate artists, locations and installation methods for a mural funded by the Transient Guest Tax. The final selected location is the retaining wall facing Frontage Road in front of Crowley Furniture near the intersection of Kansas Street and Forrest Avenue.

The mural committee discussed a variety of installation methods for the mural, from traditional painted murals to vinyl applied directly to the wall to vinyl applied to metal panels. The Call for Artists concluded that the mural would be printed on vinyl and, after consulting with numerous installation vendors, the direct-to-wall application method was ruled out. Multiple vendors recommended applying the vinyl to metal panels that would be hung on the wall, and two submitted quotes.

The mural committee selected The Local Print Shop contract for \$37,470.00, which includes cutting down the stock panels to fit the exact shape of the wall, printing and installation. The Local Print Shop will also work directly with the artist to consult on the design layout of the multiple panels.

The contract for the artist, KC Murals, LLC, is also on the City Council meeting agenda for consideration.

The retaining wall is on the City's right of way. Staff have communicated with the property management company, Maxus Properties, as well as a few of the business owners in the adjacent shopping center, providing updates throughout the process.

Previous Action (if applicable):

Policy/Committee Review:

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

Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

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

Attachments:

1. Ordinance - Mural Installation
2. Mural Installation Agreement

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A MURAL INSTALLATION AGREEMENT WITH
POSTERWORX, INC. DBA THE LOCAL PRINT SHOP KC FOR THE MURAL
PRINTING AND INSTALLATION ON THE RETAINING WALL ON FRONTAGE ROAD
NEAR THE INTERSECTION OF KANSAS STREET AND FORREST AVENUE IN AN
AMOUNT NOT TO EXCEED \$37,470.00

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
certain agreement by and between the City of Liberty and Posterworx, Inc. dba The Local
Print Shop KC, located at 1328 Agnes Avenue, Kansas City, MO 64127, in an amount
not to exceed THIRTY SEVEN THOUSAND FOUR HUNDRED AND SEVENTY
DOLLARS (\$34,470) for the printing and installation of a mural, 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



MURAL INSTALLATION AGREEMENT

This Mural Installation Agreement (“Agreement”) is entered into by and between **Posterworx, Inc. dba The Local Print Shop KC**, located at 1328 Agnes Avenue, Kansas City, MO 64127 (“Provider”), and the **City of Liberty**, attention: Claire Rodgers (“Customer”).

1. Scope of Work

Provider shall produce and install a mural entitled “*Forest at Kansas St.*” for Customer using approximately 53 sheets of 4’x10’ 6mm DiBond, printed and laminated on premium cast vinyl and mounted to DiBond. File setup and installation, including delivery and necessary hardware, are also included. See Estimate #1220 dated 05/23/2025, attached hereto as Exhibit A.

2. Schedule

Upon artwork setup and Customer’s approval, Provider shall proceed with production and schedule installation at its discretion. If Customer requires completion by a specific deadline, Customer must notify Provider in writing at the time of approval.

3. Payment Terms

Total project cost: \$37,470.00.

- A 50% deposit (\$18,735.00) is due upon order initiation.
 - The remaining 50% (\$18,735.00) is due upon completion of installation.
- No late penalties will apply.

4. Site Conditions & Access

Customer agrees to ensure Provider has unrestricted access to the installation site. Customer shall maintain the area, including mowing grass and removing debris, prior to installation. No power requirements are necessary.

5. Change Orders & Adjustments

Any changes to the project scope after Customer’s approval of artwork will require a written change order. If materials have already been prepped or printed, pricing will be adjusted accordingly.

6. Ownership & Marketing Use

Customer shall own all rights to the mural and its imagery. Provider retains no usage rights to the mural’s design. However, Provider reserves the right to photograph the completed installation for use in its marketing materials, including social media and its website.

7. Warranty & Liability

Provider warrants the materials and workmanship of the mural installation for 30 days from the date of installation against defects. After this period, Provider shall not be liable for



failure, damage, or issues arising from environmental conditions, misuse, or third-party interference.

Except as stated above, Provider shall not be liable for any indirect, incidental, or consequential damages, including but not limited to loss of use, revenue, or profits.

8. Entire Agreement

This Agreement, including Exhibit A, constitutes the full understanding between the parties and supersedes all prior communications. Any amendments must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement:

John Migliazzo

Owner/Operator

Posterworx, Inc. (dba The Local Print Shop KC)

Signature: _____

Date: 07.107.25

Greg Canuteson

Mayor - City of Liberty

Signature: _____

Date: _____

ESTIMATE

The Local Print Shop KC
1328 Agnes Avenue
Kansas City, MO 64127

accounting@thelocalprintshopkc.com
m
+1 (816) 605-1111
thelocalprintshopkc.com



Bill to

City of Liberty
City of Liberty

Estimate details

Estimate no.: 1220

Estimate date: 05/23/2025

Order Description: Mural - Forrest at Kansas
St.

Sales Rep: Claire Rodgers

#	Date	Product or service	Description	Qty	Rate	Amount
1.	05/23/2025	DiBond Signs	4/0 - 211' Wide Mural Paneling with 6mm DiBond Printed and Laminated on Premium Cast Vinyl; Mounted to Dibond Roughly 53 Sheets of 4' x 10' DiBond Material, cut to size	53	\$490.00	\$25,970.00
2.	05/23/2025	File Setup	Setup with detailed measurements of the wall for production, prepress for the job and print samples	1	\$750.00	\$750.00
3.	05/23/2025	Installation	Delivery and Installation of DiBond on retaining wall; with Hardware and Supplies	1	\$10,750.00	\$10,750.00
Total						\$37,470.00

Note to customer

We warrant the materials and workmanship provided for this mural installation against defects for 30 days from the date of installation. After this period, we shall not be liable for any failure, damage, or issues arising from external factors, misuse, or environmental conditions.

Accepted date

Accepted by



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 14, 2025
A/R No.: 2025-215

Department: Police

Submitted By: Nathan Mulch, Police
Lieutenant

Subject: Ordinance approving a thirty-month lease agreement for the temporary Police Department Headquarters with Robertson Properties, Inc. in an amount not to exceed \$370,800.00

Summary:

On April 8, 2025, the citizens of Liberty voted to increase the general sales tax rate by 1% to go towards Public Safety funding in Liberty. This tax increase included the expansion and remodel of the current Liberty Police Department Headquarters. As a result of the construction, the police department will have to relocate to another building for approximately 24 months.

Background:

During the remodel and expansion of the Police Department facility, the department will need to relocate to a temporary site that meets both its security and space requirements. After evaluating several options, the Police Department and City Staff identified a location that best meets these needs at 1908 Plumbers Way, currently occupied by a church. The church's lease expires on September 30, 2025, and the Police Department would take possession of the building on October 1, 2025.

The lease agreement is for two years, with an option to extend for an additional six months if necessary, due to unforeseen delays in the construction of the expanded Police Department facility. Some interior modifications will be required to ensure the space meets the department's operational and security needs.

The lease cost is \$11,250.00 per month for the first 12 months and \$11,700.00 per month for the second 12 months. If the six-month extension is exercised, the cost for those additional months would be \$12,150.00 per month. The total potential cost of a 30-month lease would be \$348,300.00.

In addition to rent, the city will be responsible for paying common area costs, which include real estate taxes and building insurance for the duration of the lease. Because the city is leasing and not owning the property, it must cover real estate taxes on its leased portion. The city has confirmed that its current insurance policy will extend to the leased space. The estimated total cost of the common area costs for up to 30 months is approximately \$22,500.00.

The total potential cost of this lease, including if the six-month extension occurs and the common area costs, could cost up to \$370,800.00.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 100-59026-501-00000	Amount:\$370,800.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance for Temporary Police Headquarters
2. Commercial Agency and Brokerage Disclosure Addendum
3. 1908 Plumbers Way Lease with Robertson Properties

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A THIRTY-MONTH LEASE AGREEMENT FOR
THE TEMPORARY POLICE DEPARTMENT HEADQUARTERS WITH ROBERTSON
PROPERTIES, INC. IN AN AMOUNT NOT TO EXCEED \$370,800.00

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 lease agreement by and between the City of Liberty and Robertson Properties, Inc. in an amount up to THREE HUNDRED SEVENTY THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$370,800.00) pertaining to the thirty-month lease for a temporary police department headquarters. A copy of said contract 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 lease 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.

MAYOR, Greg Canuteson

ATTEST:

DEPUTY CITY CLERK

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

MAYOR, Greg Canuteson

COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: Robertson Properties Inc

BUYER/TENANT: City of Liberty

PROPERTY ADDRESS, CITY, COUNTY, STATE, ZIP:

DATE OF CONTRACT:

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or (in Missouri only) Disclosed Dual Agents. LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required). SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.

Licensee Assisting Seller/Landlord is acting as: *(Check applicable)*

- ☐ Seller's/Landlord's Agent
- ☒ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Transaction Broker
- ☐ Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- ☐ N/A-Seller(s) is not represented
- ☐ Sub Agent

Licensee Assisting Buyer/Tenant is acting as: *(Check applicable)*

- ☐ Seller's/Landlord's Agent
- ☐ Buyer's/Tenant's Agent
- ☐ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Transaction Broker
- ☐ Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- ☐ N/A, Buyer(s) is not represented
- ☐ Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- ☒ **Seller/Landlord to Pay all Licensees.** All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.
- ☐ **Buyer/Tenant to Pay Buyer's Agent.** Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO.

Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

	7-8-25		
SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
			
SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
	2/8/25		
LICENSEE ASSISTING SELLER/LANDLORD	DATE	LICENSEE ASSISTING BUYER/TENANT	DATE

COMMERCIAL LEASE

THIS LEASE AGREEMENT ("Lease") is made and entered into on this ____ day of June, 2025, by and between **ROBERTSON PROPERTIES, INC.**, a Missouri corporation ("Landlord"), and **CITY OF LIBERTY, MISSOURI**, a Missouri limited liability company ("Tenant").

DEFINITIONS

The following terms and phrases are defined for the purposes of this Lease:

<u>TERM DEFINED</u>	<u>DEFINITION</u>
Leased Premises	The entire gross leasable area located within Suite# 400 of the Building located at 1908 Plumbers Way, Liberty, Missouri 64068. The leasable area consists of approximately 9,000 square feet.
Building	Entire commercial building located at 1919 Industrial Drive, Liberty, Missouri 64068. The total square footage of the Building is agreed to conclusively be 24,000 square feet for purposes of calculating Base Monthly Rental, Common Area Maintenance costs and Monthly Contribution Estimate. The Landlord owns 15,000 square feet of the Building, of which Tenant's share of all CAM, Property Taxes and Insurance shall be based on.
Lease Term	Two years beginning on the Rental Commencement Date, or if the extension of Lease (if any) is exercised, then the time period as stated accordingly herein.
Common Area Maintenance Costs (CAM)	The total costs for Common Area Maintenance Costs (CAM) of the Building, shall include but not be limited to all Common Area Costs as defined hereinbelow, snow removal, lawn care, landscaping, roof repairs, parking lot maintenance, sidewalk maintenance, and as further defined elsewhere in this Lease.
Tenant's CAM Percentage	Sixty Percent (60%) of the total CAM costs for the entire Building.

Real Property Taxes and Insurance

Tenant shall be liable for its share of the entire Building's total costs of real property taxes and insurance which percentage is stated in Tenant's Real Property Taxes and Insurance Percentage below and as provided for elsewhere in this Lease.

Tenant's Real Property Taxes and Insurance Percentage

Sixty Percent (60%) of the total Real Property Taxes and Insurance costs for the entire Building.

Monthly Contribution Estimate

- 1) From the Rental Commencement Date through December 31, 2025, \$600.00 per month, representing Landlord's initial estimate of Tenant's share of monthly Common Area Costs, real estate taxes and insurance allocable to the Leased Premises (subject to year end adjustments of such items as provided below). At the end of 2025, Tenant's actual share of Common Area Costs, real estate taxes and insurance shall be "trued up" against aggregate Monthly Contribution Estimates made by Tenant for such period.
- 2) For each year thereafter, starting January 1, 2026, Landlord shall reasonably adjust (by giving notice to Tenant) the Monthly Contribution Estimate based on 100% of Common Area Costs allocable to the Leased Premises for the preceding calendar year, and real estate taxes and insurance (in excess of taxes and insurance for the "Base Year") allocable to the Leased Premises for said preceding calendar year. At the end of each such subsequent year, Tenant's actual share of Common Area Costs, real estate taxes and insurance shall be "trued up" against aggregate Monthly Contribution Estimates made by Tenant for such annual periods.

Base Monthly Rental

The initial Base Monthly Rental for the Leased Premises is \$11,250.00 during the first year (months 1-12) of the Lease and beginning on the Rental Commencement Date, to be paid on or before the first day of each calendar month during the term of the Lease. For the second year of the Lease (months 13-24), the Base Monthly Rental shall be increased to \$11,700.00 and paid in the same manner as stated hereinabove.

Permitted Use

For the purpose of operating City of Liberty, Missouri municipal law enforcement services.

Rental Commencement Date

October 1, 2025 (subject to optional extensions herein provided, if any).

Lease Expiration Date	September 30, 2027
Security Deposit	None
Landlord's Notice Address	PO Box 165, Liberty, Missouri 64069.
Tenant's Notice Address	101 E Kansas St, Liberty MO 64068

Article 1

(Demise)

1. For the term herein specified, Landlord demises and leases the Leased Premises to Tenant. The Leased Premises shall be used solely for the Permitted Use, and for no other purpose whatsoever.
2. The term of this Lease shall commence on the Rental Commencement Date and shall end upon the Lease Expiration Date unless sooner terminated as provide herein. Except as otherwise specifically provided herein to the contrary, all rentals and charges based upon a "year" shall be based upon the calendar year (such rentals and charges to be prorated for partial calendar years, where applicable).
3. Provided that Tenant is not in default of any provision of this Lease, Landlord hereby grants Tenant the option of extending the Lease term of this Lease for a period of one six (6) month extension beginning from the Lease Expiration Date, by providing written notice to Landlord at least one hundred eighty (180) days prior to the Lease Expiration Date, of its election to exercise the Lease extension. The Base Monthly Rental of the Lease extension shall be at a rate of \$12,150.00. All other terms and conditions of this Lease shall apply to any Lease extension.

Article 2

(Construction, Landlord's Work and Tenant's Work)

1. Tenant shall submit to Landlord plans and specifications covering any alterations of any kind to the Leased Premises ("Tenant's Work"), which plans and specifications must be prepared by an architect or other drafting professional reasonably acceptable to Landlord, and which plans and specifications shall be in such detail as Landlord may reasonably require. Tenant agrees not to commence any of such Tenant's Work until Landlord has approved Tenant's plans and specifications in writing, which approval shall not be unreasonably withheld or delayed.
2. Landlord's approval of any plans, specifications or drawings for any of Tenant's Work shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with applicable laws, rules and regulations of governmental agencies or authorities.
3. Tenant may install approved signage on the east facing façade of the building. In addition, directional or signage identifying the Tenant may be placed on or beside the rear entry door if

needed. All signage must be approved by the Landlord in writing. Any permitted exterior window, or interior signage is to be installed by Tenant at Tenant's sole cost and expense, and shall be of such character, design and size and at such locations as Landlord may approve and require, and shall be in compliance with all applicable laws, ordinances and regulations. Tenant agrees to maintain any such signage (and any electrical work for same) in good condition throughout the term of this Lease.

4. In the performance of Tenant's Work at the Leased Premises, and at Tenant's sole cost and expense, Tenant (as well as Tenant's agents, servants, employees, contractors and subcontractors) shall conform to and comply with all federal, state and local laws, ordinances, permits, rules and regulations applicable thereto.
5. Tenant agrees to indemnify, defend, and hold harmless Landlord, from and against any and all claims, including but not limited to mechanic's liens, claims for payment, or otherwise, made by any person performing Tenant's Work.

Article 3

(Rental)

Tenant agrees to pay as rental for the use of and occupancy of the Leased Premises, at the times and in the manner hereinafter provided, the following sums of money:

1. Base Monthly Rental: Tenant does hereby covenant and agree with Landlord to pay to Landlord, without deduction or set-off of any kind, the Base Monthly Rental specified in the Definitions section of this Lease. Said Base Monthly Rental shall be payable in advance upon the first day of each and every month during the term hereof. All rentals provided for in this lease (those hereinafter stipulated as well as said Base Monthly Rental) shall be paid at or mailed to Landlord's Notice Address, or to such other payees or addresses as Landlord may hereafter designate, in writing, to Tenant.
2. Additional Rental: All past due rentals and any other sums due to Landlord from Tenant under the terms of this Lease shall be deemed Additional Rental and shall bear interest at a rate of ten percent (10%) per annum from the due date until paid. Any monthly sums due for the months and years in which this Lease commences and ends shall be prorated based upon the number of days in said years.
3. Late Charges: Tenant acknowledges that Landlord shall be required to expend certain administrative efforts in the event Tenant shall fail to timely remit payments due under the terms of this Lease. Accordingly, and in addition to interest which Tenant may be required to pay Landlord on late remittances (but without waiving Landlord's right to treat such late remittances as a default on or a breach of this lease), Tenant agrees to pay Landlord a late charge of ten percent (10%) of any remittance which is not made within five (5) days after the due date for such remittance.

Article 4

(Subordination, Attornment and Additional Construction)

1. Upon written request of Landlord, or any mortgagee or deed of trust beneficiary of Landlord (or of Landlord's predecessors or successors with respect to the Leased Premises), Tenant will, in writing, upon receipt of a non-disturbance agreement from the lender, subordinate its rights hereunder to the interest of any trustee, mortgagee, deed of trust beneficiary or ground lessor of the land upon which the Leased Premises are a part, and upon any building hereafter placed

upon the land of which the Leased Premises are a part and to all advances made or hereafter to be made upon the security thereof.

2. In the event any proceedings are brought for foreclosure of any part of the Leased Premises, or in the event of the exercise of the power of sale under any mortgage or deed of trust granted by Landlord or Landlord's predecessors or successors with respect to the Leased Premises, or in the event Landlord shall sell all or any portion of the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.
3. Landlord and Landlord's successors has the right at any time to make alterations, reductions, or additions of any kind to the Building and Leased Premises, without limitation. Notwithstanding the foregoing of this paragraph, Landlord agrees it shall not materially, adversely, or substantially affect the visibility of, ingress or egress of, access to, or the operation of Tenant's business within the Leased Premises, however nothing in this paragraph shall prohibit Landlord from using or storing equipment or materials which temporarily affect such visibility of, ingress or egress of, access to Tenant's business within the Leased Premises.

Article 5

(Condition of Leased Premises)

1. Except as may otherwise be specifically provided herein to the contrary, Tenant's taking possession of the Leased Premises shall be deemed conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition, without warranty of any kind, either expressed or implied, including warranties of habitability, tenantability and fitness for a particular purpose.
2. Tenant agrees that no representations or promises to decorate, alter, repair or improve the Leased Premises, either before or after the execution hereof, have been made by Landlord or its agents to Tenant unless the same are contained herein or made a part hereof.

Article 6

(Repairs and Maintenance)

1. Tenant agrees, at Tenant's expense, to keep all parts of the Leased Premises in good order and repair, including all heating, ventilating and cooling systems and equipment; all plumbing and sewage facilities within the Leased Premises including free flow to the main sewer line; all electrical and mechanical lines, apparatus and conduit fixtures; sprinkler systems; walls; floors; ceilings; doors, door checks, windows, plate glass storefront; and any work performed by Tenant in the Leased Premises; and in a clean, sanitary and safe condition, in compliance with all laws including but not necessarily limited to the Americans With Disabilities Act (and all regulations promulgated thereunder). If Tenant refuses, fails or neglects to make repairs and/or maintain the Leased Premises in a manner required by this Lease for a period of 10 days after Landlord gives Tenant written notice of the necessity of making such repairs or performing such maintenance, Landlord shall be permitted (but not required) to make such repairs or perform such maintenance on behalf of and for the account of Tenant and Tenant shall thereupon immediately reimburse Landlord for Landlord's cost thereby incurred.
2. Landlord agrees, at Landlord's expense, to maintain all structural components of the building in which the Leased Premises are located, plus its grounds, sidewalks, parking lots, landscaping, grass, and irrigation systems (which shall include mowing, watering, and snow/ice/rubbish/dirt/debris removal); and all other aspects of the building(s) exterior.

Article 7
(Alteration)

1. Tenant is prohibited from making alterations to portions of the Building beyond the Leased Premises. Tenant shall not make any alterations in any portion of the Leased Premises without, in each instance, first obtaining the written consent of Landlord, which consent may not be unreasonably withheld. Landlord's approval of any plans, specifications or drawings for any of Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with applicable laws, rules and regulations of governmental agencies or authorities.
2. All alterations, additions, improvements and Tenant's Work provided for herein (to which Landlord shall have consented) shall be completed in accordance with Landlord's specifications for same as well as all applicable laws, rules and regulations, and such alterations, additions and improvements by Tenant shall become, when made, the property of Landlord subject to the terms of this Lease.

Article 8
(Hazardous Materials)

1. During the term of this Lease, Tenant shall not suffer, allow, permit or cause the generation, accumulation, storage, possession, release or threat of release of "hazardous substances", "pollutants", "hazardous waste" or "toxic materials" [as those terms are used in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq., as amended, the Toxic Substance Control Act (or any regulations promulgated under the foregoing), the Clean Air Act (or any regulations promulgated under the foregoing) or any other present or future federal, state or local law, ordinance, rule or regulation], including extremely flammable substances, explosives, radioactive materials and petroleum/petroleum products (collectively, "Hazardous Substances"); provided, however, the foregoing prohibition shall not be applicable to:
 - A. Hazardous Substances which are present at the Leased Premises prior to the date hereof,
 - B. Normal and reasonable amounts of cleaning and pest control supplies necessary for maintenance of the premises for the Permitted Use so long as such materials are properly, safely, and lawfully stored and used by Tenant and the quantity of same does not equal or exceed a "reportable quantity" as defined under 40 C.F.R. 302 and 305, as amended.
2. Tenant shall notify Landlord immediately upon learning that any duty of Tenant described above in this Article has been violated, that there has been a release, discharge or disposal of any Hazardous Substance on a part of the Leased Premises or immediately adjoining property or that the Leased Premises are subject to any third party claim or action, or threat thereof, because of any environmental condition in or originating from the Leased Premises or arising in connection with Tenant's operations at the Leased Premises. Tenant shall promptly provide Landlord with copies of all correspondence to or from third parties regarding such claims or actions or regarding environmental conditions in or originating from Tenant's operations in the Leased Premises.

3. In the event of a release, leaking, spilling or deposit (collectively "Leak") of any Hazardous Substance on, in or from the Leased Premises, Tenant shall immediately cause complete remediation of such leak and restore the Leased Premises to the condition that existed prior to commencement of this Lease or the date Tenant took possession of the Leased Premises, whichever is earlier. Landlord shall have the right, but not the obligation, to enter the Premises and remediate any environmental condition on the Premises to comply with all laws, regulations and ordinances during which time Tenant shall not be entitled to any abatement of rent.
4. Tenant shall indemnify and hold harmless Landlord (as well as Landlord's officers, directors, shareholders, employees, partners, servants and agents) [the "Indemnified Parties"] of and from any and all liabilities (including strict liabilities), penalties, demands, actions, costs and expenses (including without limitation legal fees), remediation and response costs, remediation plan preparation costs and any continuing monitoring or closure costs, incurred or suffered by the Indemnified Parties, or asserted by a third party against the Indemnified Parties, directly or indirectly arising due to the breach of Tenant's obligations set forth in this Article. Such indemnification shall survive expiration or earlier termination of this Lease.
5. Landlord represents that it is not aware of any Hazardous Materials, as described in Section 1, above, in the building or in or on the land, and Landlord shall indemnify and hold harmless Tenant (as well as Tenant's officers, directors, shareholders, employees, partners, servants and agents) [the "Indemnified Parties"] of and from any and all liabilities (including strict liabilities), penalties, demands, actions, costs and expenses (including without limitation legal fees), remediation and response costs, remediation plan preparation costs and any continuing monitoring or closure costs, incurred or suffered by the Indemnified Parties, or asserted by a third party against the Indemnified Parties, directly or indirectly arising due to the representation by Landlord set forth in this Article being false. Such indemnification shall survive expiration or earlier termination of this Lease.

Article 9

(Fixtures, Personal Property and Liens)

1. Tenant agrees to pay promptly for any work done by Tenant (or material furnished therefor) in or about the Leased Premises, and Tenant shall not permit or suffer any lien to attach to the Leased Premises, and shall immediately cause any such lien, to be released upon Landlord's written demand. Tenant also agrees to indemnify and hold Landlord harmless from any liability and expense (including reasonable attorney's fees incurred by Landlord) arising directly or indirectly out of the said lien and the contest of same by Tenant.
2. Any trade fixtures, signs and other personal property of Tenant not affixed to the Leased Premises shall remain the property of Tenant, and Landlord agrees that Tenant shall have the right to remove any and all of its said trade fixtures, signs and other personal property which it may have stored or installed in the Leased Premises. Tenant, at Tenant's expense, shall immediately repair any damage caused to the Leased Premises by reason of the removal of any such trade fixtures, signs, and other personal property.
3. If any items of Tenant's property are assessed with property of Landlord, then such assessment shall be equitably divided between Landlord and Tenant to the end that Tenant shall pay its equitable proportion of such assessment. Landlord shall reasonably determine the basis of so prorating any such assessments and such determination shall be binding upon both Landlord and Tenant.

Article 10

(Compliance with Law)

1. Tenant, at its sole cost, agrees to comply with all present and future laws, ordinances, orders and regulations affecting the accessibility, use, alteration and occupancy of the Leased Premises and the cleanliness, safety, or operation thereof. Tenant, at its expense, agrees to comply with the regulations and requirements of any insurance underwriter inspection bureau or similar agency with respect to any portion of the Leased Premises. Tenant also agrees to permit Landlord to comply with such recommendations and requirements with respect to the Leased Premises. In addition, Tenant agrees to comply, to the extent that the same may be applicable to Tenant's operations in the Leased Premises, with the standards and requirements of Act July 26, 1990, P.L. 101-336, known as the "Americans With Disabilities Act of 1990" as well as the Williams-Steiger Act (PL91-596), known as the "Occupational Safety and Health Act of 1970".
2. Tenant agrees not to:
 - A. Make use of or allow the Leased Premises to be used for any purposes that might invalidate or increase the rate of insurance for the Leased Premises;
 - B. Keep or use or permit to be kept or used on the Leased Premises any inflammable fluids or explosives without the prior written permission of Landlord;
 - C. Use or permit the use of the Leased Premises for any purpose whatsoever which might create a nuisance or injure the reputation of the Leased Premises;
 - D. Install any electrical, mechanical or plumbing equipment in the Leased Premises that overloads any electrical, mechanical or plumbing lines in the building of which the Leased Premises may be a part.
3. In connection with the installation of any electrical, mechanical or plumbing equipment, Tenant shall, at Tenant's sole expense but subject to Landlord's prior written approval, make from time to time whatever changes are necessary for the Leased Premises to comply with the requirements of insurance inspectors, underwriters and governmental authorities.

Article 11

(Utilities)

1. Tenant shall be solely responsible for supplying, connecting, furnishing, providing and paying for all electrical, gas, telephone, sewer and other utility service to the Leased Premises. Notwithstanding the foregoing, water service to the entire Building is served by a master meter which has been previously installed by Landlord. Furthermore, Landlord has installed a submeter for water service to the Leased Premises. During the entire term of this Lease, Landlord shall pay the water/sewer service billings with respect to such master meter for the Building. Landlord (or its designates) shall have access to the Leased Premises at all reasonable times for the purpose of reading gallonage consumption from Tenant's water submeter.
2. Tenant agrees to reimburse Landlord (within 10 days after Landlord shall make demand upon Tenant for same, in writing) for water service (and related sewer charged based on water service usage) to the Leased Premises based upon periodic readings of Tenant's said submeter. Reimbursement for water and sewer shall be based on actual gallonage consumed as shown on such submeter (from the previous reading) multiplied by the gallonage rate per unit of consumption as determined by Landlord's most recent water/sewer billing with respect to its

master meter. Landlord shall not, however, be entitled to charge any "profit" or "markup" for such water/sewer services.

3. Notwithstanding the foregoing, or any other provision of this Lease to the contrary, Tenant, at its costs, shall provide periodic (not less frequently than semi-annually) preventative maintenance for the heating/ventilating/air conditioning systems serving the Leased Premises (the "HVAC"). and shall promptly furnish Landlord evidence, reasonably required by Landlord, that such preventative maintenance is being timely and compliantly performed.
4. Landlord shall not be liable to Tenant for damages or otherwise if any utility services to the Leased Premises are interrupted or terminated because of necessary repairs, modifications, replacements, removals, retrofittings, installations or improvements, or any other cause (except for causes arising from Landlord's gross negligence or willful misconduct), nor shall any such interruption or termination relieve Tenant of the performance of any of its obligations hereunder.

Article 12

(Common Areas)

1. The "Common Areas", as referred to herein, shall at all times be subject to the exclusive control and management of Landlord and shall consist of all parking areas, streets, sidewalks, driveways, loading platforms, roof, canopies as well as any other areas in the Building which are not demised and leased to specific tenants.
2. Landlord shall have and hereby reserves at any time or times during the term of this Lease:
 - A. The right to re-designate and to change the Common Areas and exits; and
 - B. The right to close all or any portion of the Common Areas including but not by way of limitation, the parking areas, parking facilities, approaches, exits, entrances, roadways and all other common and public facilities to such extent as may, in the sole opinion of Landlord, be legally necessary to prevent a dedication thereof or the accrual of any rights in any person (provided, Landlord agrees it will not materially alter the location of or access to the Leased Premises, will not materially reduce the parking for the Leased Premises, and will not materially alter the amount of floor area therein).
3. As used in this Lease, the term "Common Area Costs" means the total of all items of expense relating to operating, managing, equipping, supervising, policing and protecting, lighting, repairing, replacing and maintaining the appearance, safety and utility of the Common Areas of the Building in the same or better condition as when originally installed (including equipment depreciation for capital items of equipment used in the maintenance of the Common Area). Such costs and expense shall also include but not be limited to removal of snow, ice, rubbish, dirt and debris; trash disposal; Landlord's property management fee, provision of utility service to all tenants of Building where such utility service is not separately metered to such tenants; removal of trash (whether generated by tenants or invites) cost of planting, replanting and replacing flowers, shrubs and trees; landscaping and supplies required thereof; pest and vermin control; janitorial services, security guard services; all costs of utilities used in connection with the Common Areas, including but not limited to all costs of maintaining lighting facilities and storm drainage systems; capital expenditures for equipment designed to reduce the level of Common Area Costs for Building; capital expenditures required so as to comply with any governmental law, rule or regulation that was not applicable to Building at the time it initially opened for business with the public; certified audit cost for Common Area Costs; periodic asphalt maintenance, concrete and roof repairs; rental costs for equipment used

for the operation, repair, protection and maintenance of the Common Areas; any annual and special assessments allocable to any Declaration of Business Owners' Association and Covenants, Conditions, Restrictions and Easements of the Building.

4. Effective upon the Rental Commencement Date, and as additional rent hereunder, Tenant shall pay to Landlord, on the first day of each month in advance, Tenant's share of the CAM (based upon Landlord's estimates but subject to adjustment as hereinafter provided), which share shall be computed as follows: during the first partial and each calendar year thereafter (or any other Common Area Cost accounting year adopted by Landlord), Tenant's share of CAM shall be the sum of the Tenant's CAM Percentage (as defined in the Definition section of this Lease) of the total Building CAM costs. Monthly payments of Tenant's Real Property Taxes and Insurance Percentage and CAM shall not be less than the Monthly Contribution Estimate defined above (which estimate shall be subject to year-end adjustment as provided herein and shall be subject to upward revision by Landlord from time to time).
5. Within a reasonable time following the end of each Common Area Cost accounting year of the Lease term, Landlord shall furnish to Tenant a statement showing the total Common Area Costs for the accounting year just expired, the amount of Tenant's share of such Common Area Costs and payments made by Tenant during such year. If Tenant's share of such Common Area Costs for such year shall exceed Tenant's payment so made, Tenant shall pay to Landlord the deficiency within thirty (30) days after receipt of said statement. If Tenant's payments shall exceed Tenant's share of such Common Area Costs, as shown on such statement, Tenant shall be entitled to offset the excess against rental payments next thereafter becoming due.

Article 13

(Taxes)

In addition to the Base Monthly Rental provided for above, Tenant agrees to pay to Landlord additional rent as follows:

1. Tenant shall pay its Tenant's Real Property Taxes and Insurance Percentage, as defined in the Definition section above of all general and special real property taxes and assessments, including the cost of a contest of an assessment by Landlord pursuant here to, which may be levied or assessed against the Building or any portion thereof or interest therein by any lawful authority for each fiscal tax year commencing on the Rental Commencement Date, to be prorated for any period in which occupancy of the Tenant is less than one full calendar year, as well as all fees, rates and charges, excises, levies, license fees, business taxes, impact fees, permit fees, inspection fees and other authorized fees, transit development fees, assessments and charges for housing funds, fees for services provided to the leased premises by any public utility and all other governmental charges applicable to the Building and any portions thereof and interests therein. During the first partial and each fiscal tax year thereafter, Tenant's proportionate share shall be the total sum of the Tenant's Real Property Taxes and Insurance Percentage of such taxes and assessments. Tenant also agrees to pay or reimburse Landlord for any excise, rent, transaction, sales, privilege or similar tax (except income, transfer, excess profit, estate and inheritance taxes based on Landlord's general income or revenues) now or hereafter imposed by any government or governmental agency upon Landlord on account of, attributed to, or measured by: rent or other charges payable by Tenant; the volume of sales from the leased premises; the square footage of the leased premises; the act of entering into this Lease; the occupancy of Tenant; or on the right to do business if Landlord's collection of rent under this Lease is defined as doing business.

2. Tenant's Real Property Taxes and Insurance Percentage of all real property taxes and assessments during the term hereof shall be paid in monthly installments on or before the first day of each calendar month, in advance, in an amount reasonably estimated by Landlord, provided however, in the event Landlord may but shall be obligated to use the amount required to be escrowed as a basis for its estimate of the monthly installments due from Tenant hereunder. Monthly payments of Tenant's Real Property Taxes and Insurance Percentage of Real Property Taxes, Insurance and Common Area Costs shall not be less than the Monthly Contribution Estimate defined in the Definition section above (which estimate shall be subject to year-end adjustments as provided herein and shall be further subject to upward adjustment by Landlord). Upon confirmation of all tax bills and assessments bills attributed to any fiscal tax year during the term hereof, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's Real Property Taxes and Insurance Percentage of the taxes and assessments for such year. If the total amount paid by Tenant under this Article for any fiscal tax year during the term of the Lease shall be less than the actual amount due from Tenant for such year, as shown on such statement, Tenant shall pay to Landlord the deficiency within ten (10) days after demand therefor by Landlord; and if the total amount paid by Tenant hereunder for such fiscal tax year shall exceed such amount due from Tenant for such year, Landlord shall credit the excess against payments next thereafter becoming due under this Lease except that, after expiration of the Lease term, Landlord shall pay any such excess to Tenant after all of Tenant's obligations hereunder have been paid and/or performed in full. For the fiscal tax years in which this Lease commences and terminates, the provision of this Article shall apply, and Tenant's liability for Tenant's Real Property Taxes and Insurance Percentage of any taxes and assessments for any such year shall be subject to a pro rata adjustment based on the number of days of any such year during which the term of this Lease is in effect. Prior to or at the commencement of the term of this Lease, and from time to time thereafter throughout the term hereof, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder. Landlord's and Tenant's obligations under the Article shall survive the expiration of the term of the Lease.
3. If Landlord endeavors at any time to contest any tax or assessment against the Building or to obtain a reduction in the assessed evaluation upon the Building for the purpose of reducing any such tax assessments, Tenant agrees to pay Tenant's Real Property Taxes and Insurance Percentage of Landlord's expenses (including but not limited to attorney's fees, appraisal costs and fees from an independent company which may be based upon a percentage of the amount of the tax or assessment reduction secured) in so contesting, said Tenant's Real Property Taxes and Insurance Percentage to be determined and paid in the same manner as set forth in this Article for taxes and assessments. Under no circumstances shall Tenant have the right to withhold any payments to Landlord pursuant to this Article or any other Article of this Lease, nor shall Landlord have any obligation to withhold the payments of any real property taxes or assessments levied or assessed by any lawful authority against the Building. If Tenant shall have paid an amount in excess of its Tenant's Real Property Taxes and Insurance Percentage of taxes and assessments for any year as a result of a subsequent reduction in total taxes and assessments for each year, such excess shall be refunded by Landlord to Tenant when all refunds to which Landlord shall be entitled from the taxing authority with respect to such year shall have been received by Landlord. **Notwithstanding anything contained herein to the contrary, the Base Monthly Rent during the Base Year includes Tenant's full share of the taxes and assessments required to be paid under this Article for the Base Year (2024), and Tenant's liability for taxes and assessments in**

future calendar years shall only be to the extent such taxes and assessments for future years exceed those for the Base Year.

Article 14

(Damage and Destruction)

1. In the event the Leased Premises are hereafter damaged or destroyed or rendered partially untenable for their accustomed uses by fire or other casualty insured under the coverages which either party is required to carry pursuant hereto, then Landlord shall promptly repair and/or restore the structural, electrical, mechanical and plumbing components of the Leased Premises (but in no event shall Landlord be responsible for repair or restoration of Tenant's fixtures, trade fixtures, inventory, equipment, machinery, Tenant's Work and other items of Tenant's personal property damaged as a result of such casualty) to substantially the same condition in which they were immediately prior to commencement of Tenant's Work. From the date of such casualty until the Leased Premises are so repaired and restored, Base Monthly Rental payments and other charges and items of additional rent payable hereunder (except for Tenant's share of taxes which shall not abate) shall abate in such proportion as the part of the Leased Premises thus destroyed or rendered untenable bears to the total Leased Premises.
2. Notwithstanding the foregoing, in the event fifty percent (50%) or more of the Leased Premises or the building of the Leased Premises is a part is hereafter destroyed or rendered untenable by fire or other casualty during the last three (3) years of the original term of this Lease (based upon the cost to replace the Leased Premises damaged or destroyed as compared with the market value of the improvements on said Leased Premises immediately prior to such fire or other casualty, all as shown by certificate of Landlord's architect), then Landlord shall have the right to terminate this Lease effective as of the date of such casualty, by giving to Tenant, within thirty (30) days after the happening of such casualty, written notice of such termination. If such notice is given within said thirty (30) day period, this Lease shall terminate and Base Monthly Rental and all other charges and items of additional rent shall abate as aforesaid from the happening of such casualty, and Landlord shall promptly repay to Tenant any rental theretofore paid in advance which has not been earned at the date of such casualty.
3. If this Lease is not terminated due to the occurrence of such casualty, then Tenant (at Tenant's sole cost and expense) shall repair and replace Tenant's fixtures, trade fixtures, inventory, equipment, machinery, Tenant's Work, other items of Tenant's personal property in the Leased Premises and all other parts of the Leased Premises which Landlord is not required to repair, restore or replace pursuant hereto, all to be in a manner and to at least a condition equal to that prior to its damage or destruction.
4. Notwithstanding any provision of this Lease to the contrary, if damage or destruction to the Leased Premises, or any part thereof, is caused in whole or in part by the breach of this Lease, intentional act or negligence of Tenant or any of its agents, servants, contractors or employees, Tenant shall not be entitled to terminate this Lease and Tenant shall also be liable for the cost or repairing such damage and destruction.

Article 15

(Insurance)

1. Landlord agrees to carry, during the term hereof, Insurance for fire, extended coverage, vandalism and malicious mischief, insuring the improvements located on Landlord's property in the Building, including the Leased Premises and all appurtenances thereto (excluding Tenant's fixtures, trade fixtures, merchandise, equipment, machinery and other items of

Tenant's personal property) for the full insurable value thereof but the parties acknowledge that Landlord's right to receive payment under any such casualty Insurance policies so maintained by Landlord may be subordinate to the rights of holders of mortgages or deeds of trust with respect to all or part of the Building. From and after the Rental Commencement Date and for the duration of the Lease, Tenant agrees to reimburse Landlord, as additional rent hereunder, upon demand, but not more often than once a month, for Tenant's Real Property Taxes and Insurance Percentage of the cost of the premiums for all such Insurance which Landlord is required or may elect to secure for the Leased Premises (including, at Landlord's option, Broad Form Commercial General Liability Insurance (or equivalent) in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit). Notwithstanding anything contained herein to the contrary, the Base Monthly Rent during the Base Year includes Tenant's full share of the insurance costs required to be paid under this Article for the Base Year (2024), and Tenant's liability for insurance in future years shall only be to the extent such insurance costs in future years exceed those for the Base Year

2. For the entire term of this Lease and at Tenant's sole cost and expense, Tenant agrees to obtain and continuously maintain:
 - A. Broad Form Commercial General Liability insurance with respect to the Leased Premises, on an "occurrence" basis and with such other terms and with such companies reasonably satisfactory to Landlord, for a combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) per personal injury, bodily injury, death or property damage to any portion of the Building (including the Leased Premises) arising out of any one occurrence, which insurance policy or policies shall provide for a general aggregate limit of not less than One Million Dollars (\$1,000,000.00).
 - B. Fire and such other risks as are, from time to time, included in standard extended coverage insurance, for the full replacement cost without deductible, covering the Leased Premises and all appurtenances thereto as well as fixtures, trade fixtures, furnishings, wall covering, carpeting, drapes, merchandise, equipment, machinery, Tenant's Work and items of Tenant's personal property located within the Leased Premises (and Tenant agrees that the proceeds from such policy shall be used for the repair, replacement or restoration of the foregoing items).
 - C. Plate glass insurance sufficient to pay for the replacement of all damaged plate glass on the Leased Premises.
 - D. All policies of insurance which Tenant is required to obtain and maintain hereunder shall be so obtained from insurance companies reasonably acceptable to Landlord. All such policies of insurances shall further provide that Landlord shall be given a minimum of thirty (30) days written notice by Tenant's insurance company or companies prior to cancellation, termination or modification of such insurance. Tenant shall provide Landlord, at such time or times as Landlord may require, with copies of the policies or certificates evidencing that all insurance, which Tenant is required to carry pursuant hereto, is in full force and effect and stating the terms thereof. If Tenant shall fail to obtain and maintain such coverage or if Tenant shall fail to furnish Landlord with evidence that such insurance is in force, Landlord may (but shall not be required to) obtain such coverage for Tenant whereupon Tenant shall immediately reimburse Landlord for the cost thereby incurred. All of the foregoing insurance to be maintained by Tenant shall cover Tenant as the insured and Landlord as additional insured. In the event any items damaged or destroyed by casualty shall be insured by both Landlord

and Tenant under casualty coverages which the parties, respectively, are required to carry or may carry pursuant hereto, then, as to those damaged or destroyed items, Tenant's insurance shall be deemed the primary coverage and Landlord's insurance shall be deemed the secondary or so-called "excess" coverage.

3. Tenant, on behalf of its insurance companies insuring the Leased Premises, its contents, and Tenant's other property in Building, waives any right of subrogation which such insurer or insurers may have against Landlord, provided however, if such waiver shall invalidate Tenant's insurance policy or policies, the foregoing provisions of this subparagraph shall be of no force and effect, provided further in such event, Tenant shall immediately reimburse Landlord for any damages and monies which Landlord shall be so required to pay Tenant's insurance carriers who are or may be subrogated to claims against Landlord. Landlord, on behalf of its insurance companies insuring the Building, waives any right of subrogation which such insurer or insurers may have against Tenant, provided however, if such waiver shall invalidate Landlord's insurance policy or policies, the foregoing provisions of this subparagraph shall be of no force and effect, provided further in such event, Landlord shall immediately reimburse Tenant for any damages and monies which Tenant shall be so required to pay Landlord's insurance carriers who are or may be subrogated to claims against Tenant

Article 16

(Indemnity)

1. Tenant shall and will indemnify and save harmless Landlord and its agents, officers, partners and employees (all of the foregoing being herein referred to as "Indemnitees"), from and against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action (all of the foregoing being herein referred to as "Liabilities") growing out of or in any way connected with Tenant's use, occupancy, management or control of the Leased Premises, provided, however, while the foregoing is intended as an exculpation of the identified Indemnitees from their ordinary negligence, such exculpation shall not be applicable as to any Liabilities arising from the gross negligence or willful misconduct of the identified Indemnitees.
2. Landlord shall and will indemnify and save harmless Tenant and its agents, officers, partners and employees (all of the foregoing being herein referred to as "Indemnitees"), from and against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action (all of the foregoing being herein referred to as "Liabilities") growing out of or in any way connected with Landlord's maintenance of the Common Areas, provided, however, while the foregoing is intended as an exculpation of the identified Indemnitees from their ordinary negligence, such exculpation shall not be applicable as to any Liabilities arising from the gross negligence or willful misconduct of the identified Indemnitees.
3. This obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expense and liabilities incurred by the Indemnitees from and after the first notice that any claim or demand is to be made or may be made.

Article 17

(Assignment and Subletting)

1. Tenant shall not transfer, assign, sublet, enter into license or concession agreements, or hypothecate this Lease or the Tenant's interest in and to the Leased Premises without first procuring the written consent of Landlord, which consent may be withheld for any or no reason whatsoever
2. The consent by Landlord to any transfer, assignment, subletting, license or concession agreement, or hypothecation on one occasion shall not constitute a waiver of the necessity for securing such consent from Landlord to any subsequent transfer, assignment, subletting, license or concession agreement, or hypothecation.
3. Each transfer, assignment, subletting, license or concession agreement and hypothecation to which there as been consent shall be by instrument in writing and in a form satisfactory to Landlord, and shall be executed by the transferor, transferee, assignor, assignee, sublessor, sublessee, licensor, licensee, concessionaire and/or mortgagee, which writing shall specifically state that it is for the benefit of Landlord as a third party beneficiary and which writing shall state that all parties to the agreement shall be bound by and shall perform the terms, covenants and conditions of the Lease to be done, kept and performed by the original Tenant. One executed copy of the aforesaid written agreement for the benefit of Landlord shall be immediately delivered to Landlord. Tenant agrees that in the event of any such transaction, it shall continue to remain primarily liable under this Lease (rather than secondarily as a surety, guarantor or otherwise), provided however, after consummation of such transaction, all notices and billings shall be sent only to the party in possession of the Leased Premises notwithstanding any provision of this Lease to the contrary.

Article 18

(Access to Leased Premises)

Tenant agrees that Landlord, its agents, employees, servants, or any person authorized by Landlord, may enter the Leased Premises, at reasonable times and upon reasonable advance oral or written notice, for the purpose of:

1. Inspecting the condition of same;
2. Making such repairs, additions, modifications, replacements or improvements thereto, as Landlord may elect or be required to make pursuant to law or otherwise;
3. Exhibiting the same to prospective purchasers or mortgagees of the building in which the Leased Premises are contained during the last ninety (90) days; and
4. Placing notices, during the last ninety (90) days of the term hereof, in and upon said premises at such places as may be determined by Landlord (and Tenant agrees that neither Tenant nor any person within Tenant's control will interfere with such notices).

Article 19

(Defaults and Remedies)

The occurrence of any of the following shall constitute a default of Tenant hereunder:

1. Tenant shall fail to pay any installment of rent (including any item of additional rent), or any other payment required to be made by Tenant hereunder, where the failure shall continue for five (5) days after the due date for such payment; or
2. Tenant shall vacate or abandon the Leased Premises; or
3. Tenant shall fail to observe or perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for ten (10) days after written notice thereof

by Landlord to Tenant, provided however, if the nature of such default is such that the same cannot reasonably be cured within such ten (10) day period, Tenant shall not be deemed to be in default if Tenant shall commence cure within such period and thereafter diligently prosecute such cure to completion within thirty (30) days after the effective date of Landlord's said notice to Tenant; or

4. Tenant shall make a general assignment for the benefit of creditors; or shall suffer or permit the filing by or against Tenant (or any guarantor of Tenant) of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or shall suffer or permit the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or shall suffer or permit the attachment, execution or other judicial seizure (or non-judicial repossession) of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure (or repossession, as the case may be) is not discharged or released within thirty (30) days after the initial judicial seizure; or Tenant's corporate existence terminated.
5. Notwithstanding any provision of this Lease which gives Tenant an opportunity to cure Tenant's failure or breach with respect to this Lease after notice from Landlord, if Tenant shall fail to timely perform any obligation for payment of rent or other charges (or if Tenant shall fail to timely perform other covenant, term or agreement hereunder of like character) two (2) or more times during the same calendar year and Landlord, because of such breaches or failures of performance of like character, shall give Tenant two (2) written notices of breaches or failures of performance of like character, a subsequent breach or failure of performance of like character during the same calendar year shall constitute an immediate default of this Lease with respect to which Tenant shall have no opportunity to cure same (i.e., same shall be deemed a non-curable default or breach).

In the event of any such default or breach by Tenant hereunder, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:

1. The unpaid rent and other charges hereunder which have been earned at the time of judgment against Tenant; plus
2. The rent and other charges hereunder which would be due for the balance of the term after the time of such judgment (discounted to a present value at a 4% discount rate); plus
3. Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

In the event of any such default by Tenant, Landlord shall also have the right to re-enter the Leased Premises (without termination of this Lease) and remove all persons and property from said Leased Premises, without further notice or demand. Such property may be removed and stored in a public or private warehouse or elsewhere at the cost of and for the account of Tenant. If Landlord does not elect to terminate this Lease as provided above, then Landlord may from time to time, without

terminating this Lease, either recover all rental as it becomes due or relet the Leased Premises or any parts thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Leased Premises.

In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied; first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the Leased Premises which Landlord deems reasonably necessary so as to re-let the Leased Premises; fourth, to the payment of rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord (without liability to Tenant for accrued interest) and applied to payment of future rental and other charges hereunder as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent and other charges hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord within ten (10) days after Landlord shall demand same from Tenant by notice. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expense incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting of the Leased Premises.

Article 20

(Surrender of Leased Premises)

Upon expiration of the term hereof, or any earlier termination of this Lease for any cause:

1. Tenant shall surrender the Leased Premises to Landlord, which Leased Premises shall include, without limitation, all building apparatus, equipment then upon the Leased Premises; and all alterations, improvements and other additions thereto that may have been made or installed by either party to, in, upon or about the Leased Premises. Tenant may remove its trade fixtures, signs and other personal property which are not physically attached to the Leased Premises, but in no event shall Tenant be entitled to remove its light fixtures, floor and wall coverings, and partitions, which items shall remain in the Leased Premises and become the property of Landlord without any payment therefor.
2. The Leased Premises and all said property (other than the aforesaid trade fixtures, signs and other personal property which Tenant has the right to remove) shall be surrendered to Landlord by Tenant without any damage, injury, or disturbance thereto, or payment therefor by Landlord, reasonable wear and tear excepted. Tenant, at its expense, shall also immediately repair any damage to the Leased Premises caused by its vacating the same or by Tenant's removal of its said trade fixtures, signs, and other personal property, and shall leave the premises in a neat and clean condition, free of debris and in a "broom clean" condition.
3. If Tenant fails to remove said trade fixtures, signs and other personal property, which Tenant has a right to remove pursuant hereto, at or prior to the expiration of the term hereof, or earlier termination of the Lease, Landlord may, at its election, either consider the same abandoned and retain the same as Landlord's property or remove and store the same for the account of Tenant and at Tenant's sole cost and expense.

Article 21

(Condemnation)

1. In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and both Landlord and Tenant shall thereupon be released from any liability thereafter accruing hereunder. In the event more than twenty-five percent (25%) of the square footage of floor area (including mezzanine, if any) or parking lot of the Leased Premises is taken under the power of eminent domain by any public or quasi-public authority, or if by reason of any appropriation or taking, regardless of the amount so taken, the remainder of the Leased Premises is not usable for the purposes for which the Leased Premises were leased, then either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Leased Premises so taken upon giving notice to the other in writing of such election within sixty (60) days after the date of such actual taking. In the event of such termination, both Landlord and Tenant shall thereupon be released from any liability thereafter accruing hereunder.
2. Regardless of whether this Lease is terminated, Landlord shall be entitled to the entire award or compensation in such proceedings, but nothing herein shall be deemed to affect Tenant's right to receive compensation or damages for such of its fixtures and personal property as Tenant shall be permitted to remove from the Leased Premises upon termination or right to receive relocation compensation. If this Lease is terminated as hereinabove provided, all items of rent, additional rent and other charges for the last month of Tenant's occupancy shall be prorated, and the Landlord agrees to refund to Tenant any rent, additional rent or other charges paid in advance.
3. If neither Landlord nor Tenant elect to so terminate this Lease, Tenant shall remain in that portion of the Leased Premises which shall not have been appropriated or taken as herein provided, and Landlord agrees, at Landlord's cost and expense, that it shall restore the remaining portion of the Leased Premises to a complete unit of like quality and character as existed prior to such appropriation or taking, at Landlord's cost and expense; and thereafter the Base Monthly Rental shall be adjusted on an equitable basis, taking into account the relative value and area of the portion taken as compared to the portion remaining. For the purpose of this Article, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

Article 22

(Operation of Business and Rules)

1. Tenant shall operate the Leased Premises only under the Permitted Tradename and shall use the Leased Premises solely for the Permitted Use, as those terms are defined herein. Tenant shall not permit any business, other than the Permitted Uses, to be operated in or from the Leased Premises by any concessionaire or licensee without the prior consent of Landlord.
2. Tenant shall be permitted to operate the Leased Premises on a 24-hour basis.
3. Tenant agrees to comply with and observe the rules and regulations reasonably set by Landlord. Owner reserves the right, at any time, once or more often, by notice to Tenant, to amend or supplement such rules and regulations in a reasonable and non-discriminatory manner, so long as they do not materially limit the ability of Tenant to operate in the Leased Premises.
4. Tenant shall, at Tenant's sole cost, comply with all of the requirements of all governmental authorities and private restrictions notice of which was given by Landlord to Tenant prior to the execution of this Lease, and with all directions, rules, regulations and recommendations of

Tenant's hazard insurer, now in force, or which may hereafter be in force, pertaining to all portions of the interior of the Leased Premises (and all of Tenant's Property therein) and to the use and occupancy thereof by Tennant.

5. Provided Tenant shall (i) continuously operate its business in the Leased Premises in accordance with the terms of this Lease, (ii) use the Leased Premises for the Permitted Uses, (iii) operate the Leased Premises under the theme that Tenant initially operated on the Commencement Date of this Lease, and (iv) not be in default under this Lease beyond any applicable grace period, Landlord covenants that during the term hereof it will neither lease nor permit the occupancy of any space located in the Building (other than the Leased Premises) to be operated for business to the public for optical sales and vision correction services.

Article 23

(Attorney's Fees)

In the event that, at any time during the term of this Lease or thereafter, a party shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default or failure of performance hereunder, then, in that event, the defaulting party agrees to reimburse the prevailing party for the reasonable expenses thereby incurred, including attorney's fees, investigative expenses and court costs with respect to such action or proceeding.

Article 24

(Sale of Leased Premises)

In the event of any sale or exchange of the Leased Premises by Landlord or the assignment of this Lease by Landlord, Landlord shall thereafter be entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease (arising out of any act, occurrence or omission relating to the Leased Premises or this Lease occurring after the consummation of such sale, exchange and/or assignment) except the return of the Security Deposit (unless the security deposit is assigned to an assignee of Landlord, in which case the obligation to return the deposit will lie with the assignee and not the Landlord)..

Article 25

(Notices)

Notices and demands required or permitted to be given hereunder shall be given by personal delivery or be sent by certified mail addressed, if to Landlord, at the Landlord Notice Address and if to Tenant, addressed to Tenant at the Tenant Notice Address; or to such other notice address or addresses as were last specified respectively by like notice from either party. Notices shall be conclusively deemed received by each party on the second postal day next following the date of mailing in accordance herewith. If more than one Tenant is named herein, the sending of notice from Landlord to any one Tenant shall be deemed notice to all Tenants. Any guarantor of this Lease, as well as any permitted sublessor or assignor with respect to this Lease, waives all notices relating to this Lease or any default hereunder.

Article 26

(No Representations, Remedies and Binding Effect)

1. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representations, statements, inducements or promises with respect to the Leased Premises, or

with respect to the making or entry into this Lease, except as is expressly set forth in this Lease, and no claim or liability, or cause for termination, shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, the breach of any representations, statements, inducements or promises not expressly stated in this Lease (and Tenant acknowledges that any representations, statements, inducements or promises not expressly stated in this Lease have been made without the authority of Landlord and should not be relied upon).

2. All rights and remedies of Landlord herein created or otherwise available at law or in equity are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord deems desirable.
3. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns; it being understood and agreed, however, that the provisions of this Lease restricting or prohibiting assignment and subletting shall in no way be impaired by this Article.

Article 27

(Waiver)

1. The failure of Landlord to insist upon strict performance by Tenant of any of the covenants, conditions, provisions, rules and regulations, and agreements in this Lease, or Landlord's failure to exercise any option reserved to it hereunder, shall not be deemed a waiver of any of Landlord's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Tenant.
2. No surrender of the Leased Premises shall be affected by Landlord's acceptance of rental or by any other means whatsoever unless the same be evidenced by Landlord's written acceptance of such as surrender.
3. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent and other charges hereunder shall be deemed to be other than on account of the earliest rent and other charges then unpaid nor shall any endorsement or statement or any check or any letter accompanying any check or payment as rent or other charges be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease.

Article 28

(Holding Over)

Tenant shall not hold over at the Leased Premises after the expiration (or earlier termination) of the lease term (or applicable Extension Term), and any such holdover without the express written consent of Landlord shall constitute an unlawful detainer.

Article 29

(Broker's Fees)

Tenant warrants and represents that it is not represented by any realtor, broker or agent in connection with the negotiation and execution of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from any cost, expense or liability (including cost of suit and reasonable attorney's fees) for any compensation, commissions or charges claimed by any other realtor, broker

or agent (claiming to have represented Tenant) with respect to this Lease and the negotiation thereof. Landlord shall be responsible for all Broker's Fees.

Article 30

(Tenant's Property)

1. Landlord, its agents and employees shall not be liable to Tenant (and Tenant waives all such claims, including those arising from negligence but excluding those arising from gross negligence or willful misconduct) for any damage to persons or property sustained by Tenant or any person claiming through Tenant located on the Leased Premises, nor shall Landlord be liable for the loss of or damage to any property of Tenant or of others by theft or otherwise or caused by operations in construction of any private, public or quasi-public work by persons or entities other than Landlord or its agents.
2. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same or damage to Tenant's business, including subrogation claims by Tenant's insurance carrier and claims for business interruption, except in the event of the gross negligence or willful misconduct of Landlord or its agents

Article 31

(Estoppel Certificates)

At any time, and from time to time, upon written request by Landlord, Tenant will execute, acknowledge and deliver to the requesting party a written instrument, to which a copy of this Lease and all amendments thereto shall be attached, stating:

1. This Lease is a true and exact copy of the Lease between the parties hereto and is the entire agreement between the parties (but if the foregoing is not true, Tenant shall disclose the precise manner in which it is not true);
2. That there are no amendments to this Lease (but if the foregoing is not true, Tenant shall disclose the precise manner in which it is not true);
3. This Lease is then in full force and effect and there are then no offsets, defenses or counterclaims with respect to the payment of rent reserved under this Lease or in the performance of the other terms, covenants and conditions hereof on the part of Tenant to be performed (but if the foregoing is not true, Tenant shall disclose the precise manner in which it is not true);
4. The date to which Base Monthly Rental, Additional Rental and other Lease charges have been paid;
5. The amount of any security deposit remaining in the hands of Landlord hereunder; as of the date of such request;
6. That no default has been declared under this Lease by either party hereto (but if the foregoing is not true, Tenant shall disclose the precise manner in which it is not true); and
7. Tenant, at that time of such request, has no knowledge of any facts or circumstances which it might reasonably believe would give rise to a default by either party (but if the foregoing is not true, Tenant shall disclose the precise manner in which it is not true).

Article 32

(Force Majeure)

1. In the event either Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
2. The provisions of this Article shall not, however, operate to excuse Tenant from the prompt payment of Rental as defined in Article 3 and elsewhere in the Lease, additional rent or any other payments required by the terms of this Lease.

Article 33 (Security Deposit)

1. Landlord may hold the Security Deposit (if any) in a segregated interest bearing account, as security for the performance by Tenant of the provisions of this Lease. Landlord shall be entitled to retain all interest earned on the Security Deposit.
2. The Security Deposit (if any) shall not be considered as liquidated damages in the event of default by Tenant. If any part or all of the Security Deposit shall be applied to cure a default on the part of Tenant, (i) such application of the Security Deposit shall not constitute a waiver of such default or deprive Landlord of any other remedy Landlord may have on account of any such default, and (ii) Tenant shall immediately restore the Security Deposit to its full original amount.
3. Should Tenant comply with all of the provisions of this Lease binding on Tenant, the Security Deposit (if any) shall be returned in full to Tenant at the expiration of the Lease Term; PROVIDED, HOWEVER, Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Leased Premises in the event that such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to such Security Deposit and (ii) in the event of the foreclosure of any first mortgage encumbering the Leased Premises or Building (or any part thereof) or a conveyance in lieu of foreclosure, the party who success to title by reason thereof shall have no obligation for the return of the Security Deposit.

Article 34 (Landlord Liability)

Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Leased Premises and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Leased Premises. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Leased Premises and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's other assets or property. The provisions hereof shall inure to the benefit of Landlord's successor and assigns. The foregoing provisions are not designed to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord, nor shall the foregoing be deemed to limit Tenant's right to obtain injunctive relief.

Article 35 (Confidentiality)

The parties shall maintain in the strictest confidence all matters concerning (1) the terms of this Agreement, (2) any information or documentation related to the negotiations relating to this Agreement, and (3) the transaction set forth in this Agreement. If asked about any of the above matters, each party shall respond that it is not at liberty to discuss these matters because they are the subject of a confidentiality agreement. Notwithstanding the foregoing, the parties may disclose (i) information necessary to enforce their rights under this Agreement, (ii) information which the parties are required to disclose pursuant to due process of law, and (iii) such limited information concerning this Agreement to such persons required to have knowledge of such information in order for the parties to comply with the terms and conditions of this Agreement. Landlord and Tenant agree not to issue any press release or make any public disclosure concerning the transaction contemplated hereby without the prior written approval of the other party and agree not to disclose such matters except to such attorneys, accountants, lenders and others as are reasonably required in order to consummate the transaction. A breach of this covenant shall entitle the aggrieved party to damages caused by such disclosure as well as injunctive relief. The term of this paragraph shall survive the expiration or termination of this Letter of Intent.

Article 36

(Total Integration)

This Lease constitutes the complete agreement between the parties concerning the Leased Premises. The parties acknowledge that there are no oral agreements, understandings, promises or representations between the parties which affect this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Leased Premises shall be of no force or effect and shall not be used to interpret this Lease. This Lease has been prepared as the result of a joint effort between the parties, with each party being represented (or having an opportunity to be represented) by legal counsel of choice. Accordingly, the parties agree that the rule of judicial interpretation, requiring that any ambiguity contained in an agreement be construed against the party who drafted the agreement, shall not be applied in the event of any disagreement or dispute arising out of this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first above mentioned, the corporate party or parties by its or their officers duly authorized hereunto. The persons signing on behalf of the corporate parties personally certify and warrant, to the other party, that the person so signing is duly authorized to sign this instrument on behalf of his or her corporate principal and that this instrument is legally binding on his or her corporate principal.

[SIGNATURES ON THE FOLLOWING PAGE]

TENANT:
CITY OF LIBERTY, MISSOURI

LANDLORD:
ROBERTSON PROPERTIES, INC.

By: _____

Name: _____

Title: _____

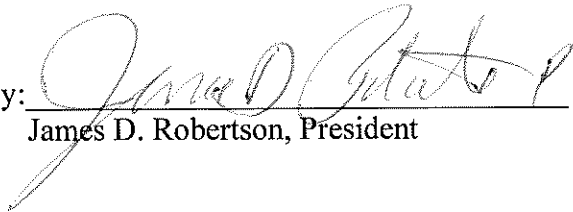
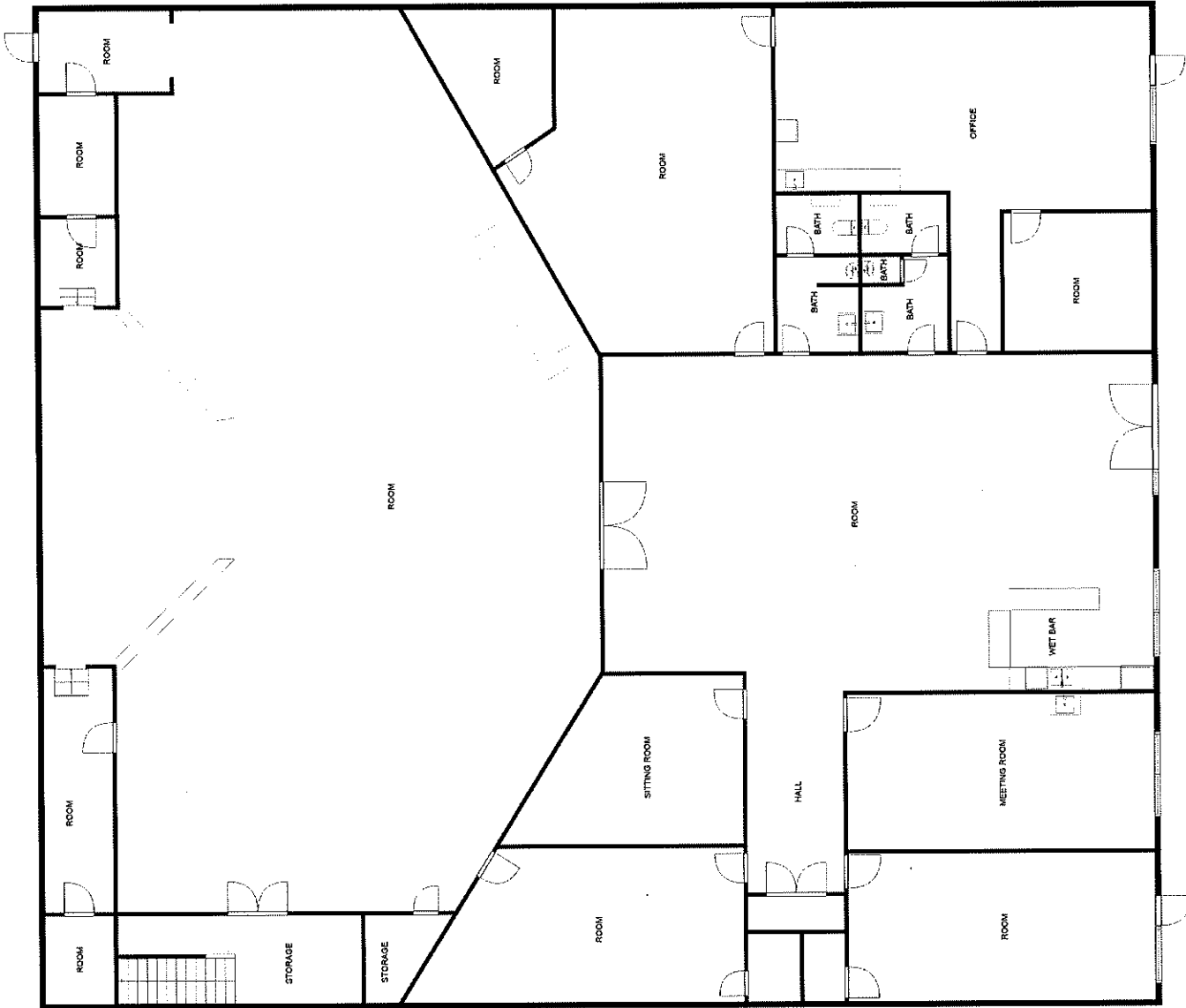
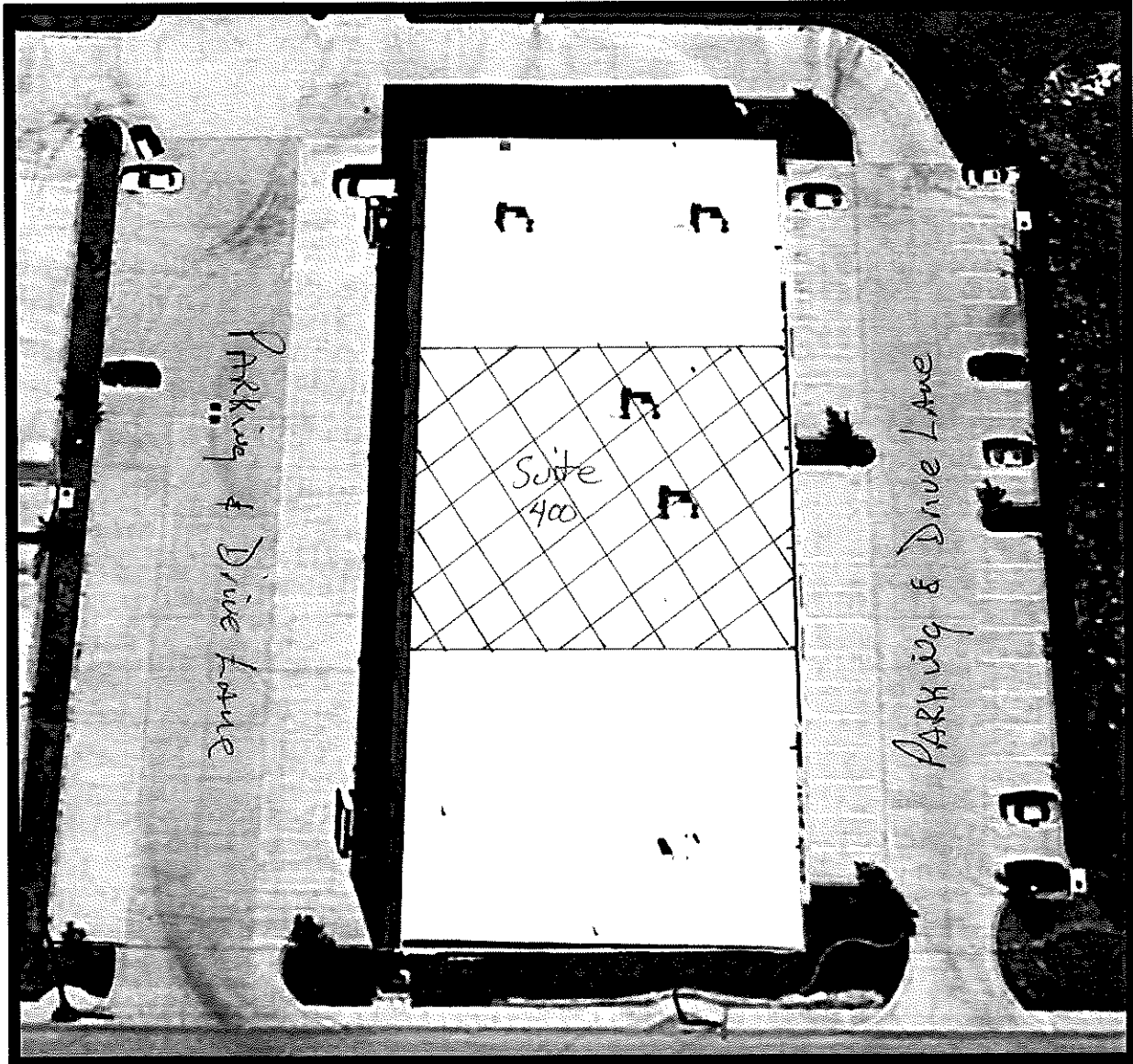
By:  _____
James D. Robertson, President

Exhibit A
Leased Premises



FLOOR PLAN CREATED BY CUBICASA APP. MEASUREMENTS DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.

Exhibit B
Perimeter Site Plan &
Approximate Leased Space
(shown as crosshatched)



COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: Robertson Properties Inc

BUYER/TENANT: City of Liberty

PROPERTY ADDRESS, CITY, COUNTY, STATE, ZIP:

DATE OF CONTRACT:

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or *(in Missouri only)* Disclosed Dual Agents. LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required). SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.

Licensee Assisting Seller/Landlord is acting as: *(Check applicable)*

- ☐ Seller's/Landlord's Agent
- ☒ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Transaction Broker
- ☐ Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- ☐ N/A-Seller(s) is not represented
- ☐ Sub Agent

Licensee Assisting Buyer/Tenant is acting as: *(Check applicable)*

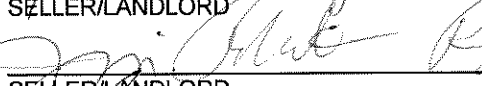
- ☐ Seller's/Landlord's Agent
- ☐ Buyer's/Tenant's Agent
- ☐ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Transaction Broker
- ☐ Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- ☐ N/A, Buyer(s) is not represented
- ☐ Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- ☒ **Seller/Landlord to Pay all Licensees.** All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.
- ☐ **Buyer/Tenant to Pay Buyer's Agent.** Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO.

Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

	7/8/25		
SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
			
SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
	7/8/25		
LICENSEE ASSISTING SELLER/LANDLORD	DATE	LICENSEE ASSISTING BUYER/TENANT	DATE

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance amending Ordinance No. 12109 approving a change order with The Havens Construction Co., Inc. for the City of Liberty Project 25-011 N. Church Rd. & Camille St. storm sewer repair project increasing the current contract by \$94,425.00 from \$98,475.00 to \$192,900.00

Summary:

- Approve a Ordinance amending Ordinance No. 12109
 - Adjusting the contract from the current contract amount of \$98,475.00 by \$94,425.00 to \$192,900.00

Background:

The City of Liberty Project 25-011 N. Church Rd. & Camille St. storm sewer repair project was awarded to The Havens Construction Co., Inc. for the amount of \$98,475.00 on May 19, 2025 (Ordinance No. 12109).

The project involved the removal and replacement of a failing 54" corrugated metal storm sewer pipe which runs under N. Church Rd. just north of the intersection of Camille St.

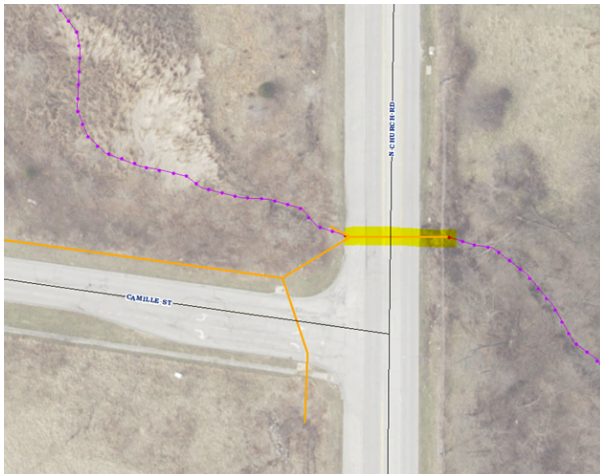


Figure 1 - Original Project Location Image

Since the execution of the contract, Havens has been conducting utility coordination and site investigations. During that time, Havens identified that the 36" corrugated metal pipe just outside the roadway and crossing Camille St., while not actively collapsing, was in poor enough condition to warrant a conversation about replacement. Staff concurred with Havens that the pipes are in poor enough condition to warrant removal while the intersection is closed down and work is being done along N. Church.

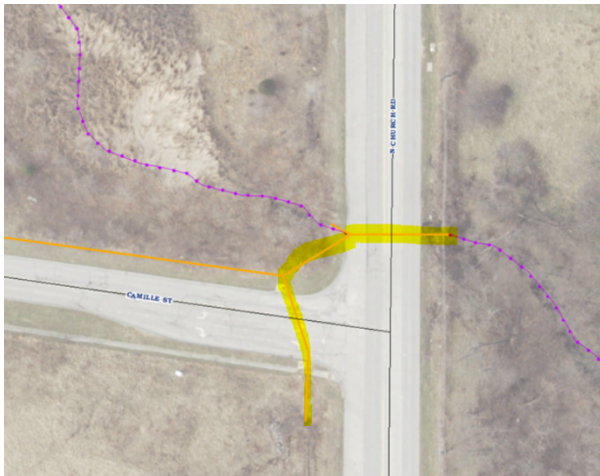


Figure 2 - Revised Project Location Image

The increase in the scope of work based on estimated quantities requires an increase in the contracted amount of \$94,425.00. This amendment is required to formally incorporate the negotiated line items of work which were not in the original contract. While this council action formally amends the contract, it should be noted that the City Staff has authorized Havens to commence work on both the original scope of work and the proposed scope of work beginning July 7, 2025. This authorization was done in order to ensure Havens remains within the contract-stipulated timeline which was established to minimize the impact on Liberty North High School.

Staff recommends approval of an Ordinance amending Ordinance No. 12109, establishing a contract with The Havens Construction Co., Inc. for the City of Liberty Project 25-011 N. Church Rd. & Camille St. Storm Sewer Repair Project increasing the current contract from \$98,475.00 from \$94,425.00 to \$192,900.00.

Previous Action (if applicable):

- CSTOC Approval April 2025
- Council Approval of Ordinance No. 12109 May 19, 2025

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: April 2025
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X Budgeted:	Line Item: 351-70020-201-000000	Amount: \$192,900.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	

	Funding Source:	Amount:
--	-----------------	---------

Attachments:

1. Ord approving a change order with the The Havens Construction 2025-216
2. CO Signed

Document No. _____
ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 12109 APPROVING A CHANGE ORDER WITH THE HAVENS CONSTRUCTION CO., INC. FOR THE CITY OF LIBERTY PROJECT 25-011 N. CHURCH RD. & CAMILLE ST. STORM SEWER REPAIR PROJECT INCREASING THE CURRENT CONTRACT BY \$94,425.00 FROM \$98,475.00 TO \$192,900.00

WHEREAS, a contract with The Havens Construction Co., Inc. was approved on May 19, 2025 by Ordinance No. 12109;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an amendment to Ordinance No. 12109. Amendment authorizes an increase to the contract by and between the City of Liberty and The Havens Construction Co., Inc. for City Project 25-011. Amendment increases the authorized contract amount from NINETY EIGHT THOUSAND FOUR HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$98,475.00) to ONE HUNDRED NINETY-TWO THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$192,900.00), a copy of said amendment being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

MAYOR, Greg Canuteson

ATTEST:

DEPUTY CITY CLERK

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

MAYOR, Greg Canuteson

Contract Change Order

Project Title	N. Church Rd. & Camille St. Storm Sewer Repair	Contractor	The Havens Construction Co., Inc.
Project Number	25-011	Contact	Nathan Simmons
Change Order Number	1	Phone	816-868-7662
Date Submitted	Jul 2, 2025 10:00 AM	Address	9400 Liberty Dr. Liberty, MO 64068
Date Approved	Jul 2, 2025 11:26 AM		
Page	1 of 2	Email	nsimmons@havensco.com

You are hereby directed to make the herein changes from the plans and specifications or do the following work not included in the plans and specifications on the contract.

Bid Item Changes

New Line Items

- 10] CO # 1 - Pavement Marking & Add. Traffic Control. Contract Qty: 1.00 LS @ \$5600.00 = \$5,600.00
- 11] CO # 1 - Pipe Removal, 36" CMP. Contract Qty: 100.00 LF @ \$100.00 = \$10,000.00
- 12] CO # 1 - Pipe Installation, 36" RCP. Contract Qty: 100.00 LF @ \$360.00 = \$36,000.00
- 13] CO # 1 - Pavement Removal & Replacement. Contract Qty: 87.00 SY @ \$275.00 = \$23,925.00
- 14] CO # 1 - Utility Coordination. Contract Qty: 1.00 LS @ \$1500.00 = \$1,500.00
- 15] CO # 1 - Connection to Existing CO Box. Contract Qty: 4.00 EA @ \$3050.00 = \$12,200.00
- 16] CO # 1 - Replace Concrete Throat to CI Box. Contract Qty: 32.00 LF @ \$100.00 = \$3,200.00
- 17] CO # 1 - Seeding. Contract Qty: 1.00 LS @ \$1250.00 = \$1,250.00
- 18] CO # 1 - Clearing. Contract Qty: 1.00 LS @ \$750.00 = \$750.00

By this change, time of completion and/or price adjustment is:

Time Extension: Yes ☐ No ☒

If yes, # of days: 0

☐ The agreed Lump Sum price for this change order work is

☒ The agreed cost for the Extra Work above will not exceed \$94,425.00

☒ By Contract Unit Price

☐ By Force Account in accordance with Standard Specifications

Summary:

Payment Adjustment: The total agreed cost of this Change Order is \$94,425.00
Time Adjustment: 0 days

Cost this Change Order	\$94,425.00	Statement of Contract Time	Days	Date
Estimated or Exact	Estimated	Date of Notice to Proceed		05/01/2025
Original Contract Price	\$98,475.00	Original Contract Days	0	
Total of all Approved Changes	\$0.00	Computed Date of Completion		
Orders including this CCO	\$94,425.00	Time Extension Days this CCO	0	
% of Original Contract	95.9	Total Time Ext Days all CCOs	0	
Revised Contract Price	\$192,900.00	Extended Date of Completion		

Approved By:

1] Joshua Martinez, Capital Projects Engineer - Jul 2, 2025 @ 10:00 AM

2] Nathan Simmons, Project Manager - Jul 2, 2025 @ 11:26 AM

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Nathan Simmons, Project Manager - Jul 2, 2025 @ 11:26 AM

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.

Mayor, Greg Canuteson



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 14, 2025
A/R No.: 2025-217

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: Ordinance approving a contract with McConnell and Associates Corp. for the construction of sidewalk improvements for Mississippi Street from Fairview Avenue to Maple Street Project No. 21-025 in an amount of \$121,315.50 with authorization for a spending amount not to exceed \$136,315.50

Summary:

- Ordinance approving a contract with McConnell and Associates Corp. for the construction of sidewalk improvements for Mississippi Street from Fairview Avenue to Maple Street, Project No. 21-025
- Contract amount of \$121,315.50
- Contingency amount of \$15,000.00

Background:

The City of Liberty began the design of sidewalk improvements along Mississippi Street in 2022 within City Project 21-025. The project as designed will provide an ADA-compliant sidewalk along the north side of Mississippi Street from Fairview Avenue to Maple Street.

The City publicly advertised the project on May 16, 2025, and received bids on June 12, 2025. The city estimate was \$111,850.00. There were two bids as follows:

- Inco USA LLC. - \$142,926.92
- McConnell and Associates Corp. - \$121,315.50

This report and subsequent Ordinance recommend approval of a contract with McConnell and Associates Corp. in the amount of \$121,315.50 with additional funding authorization of \$15,000.00 for a total requested authorization amount of \$136,315.50. The amount requested for approval includes both the contract amount of \$121,315.50 and the addition of an approximate 13% contingency (\$15,000.00). Contingency is requested for the following reasons:

- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in the total bid price.
- It allows quick action in the event of emergency issues that may develop over the length of the contract.

The Citizens Sales Tax Oversight Committee approved this project at the June 2024

meeting.

Staff recommends approval of a contract with McConnell and Associates Corp. for the construction of sidewalk improvements for Mississippi Street from Fairview Avenue to Maple Street City Project No. 21-025 for an amount of \$121,315.50 with additional funding authorization of \$15,000.00 for a total requested authorization amount of \$136,315.50.

Previous Action (if applicable):

- CSTOC Approval June 2024

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: June 2024
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 352-57033-201-000000	Amount: \$136,315.50
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Ordinance approving a contract with McConnell City Project 2025-217
2. Mississippi Contract_Signed

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH MCCONNELL AND ASSOCIATES
CORP. FOR THE CONSTRUCTION OF SIDEWALK IMPROVEMENTS FOR
MISSISSIPPI STREET FROM FAIRVIEW AVENUE TO MAPLE STREET CITY
PROJECT NO. 21-025 IN AN AMOUNT OF \$121,315.50 WITH AUTHORIZATION FOR
A SPENDING AMOUNT NOT TO EXCEED \$136,315.50

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and McConnell and Associates Corp. for City of Liberty Project 21-025 sidewalk improvements for Mississippi Street from Fairview Avenue to Maple Street with a bid amount of ONE HUNDRED TWENTY ONE THOUSAND THREE HUNDRED FIFTEEN AND 50/100 DOLLARS (\$121,315.50), with authorization to spend up to ONE HUNDRED THIRTY SIX THOUSAND THREE HUNDRED FIFTEEN AND 50/100 DOLLARS (\$136,315.50), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

The City of



Sidewalk Improvements
For: Mississippi St. from
Fairview Ave – Maple St.

Project No. 21-025

S
P
E
C
I
F
I
C
A
T
I
O
N
S

City of Liberty

101 East Kansas Street
Liberty, MO 64068
816-439-4500

TABLE OF CONTENTS

Bid Form
OSHA Requirements
Federal Work Authorization
Prevailing Wage
MO Annual Wage Order No. 31
American Products Requirements
Standard Agreement
Performance Bond
Payment Bond
General Conditions
Supplementary Conditions
Job Special Conditions
Liberty Technical Specifications
Project Exemption Certificate
Project Exemption Letter
Exhibit A – Project Plan Set
Exhibit B – ADA Checklist
Exhibit C – Anti Discrimination Against Israel Certification

BID FORM

CITY OF LIBERTY
LIBERTY, MISSOURI

SIDEWALK IMPROVEMENTS FOR: MISSISSIPPI ST. FROM FAIRVIEW AVE. – MAPLE ST.
PROJECT #21-025
JUNE 12, 2025

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Liberty, 101 E. Kansas Street, Liberty, MO 64068
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

NONE

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. UNIT PRICE SCHEDULE:

Bid Schedule					
Line Item #	Description	UOM	Estimated Quantity	Unit Price	Bid Price
1	Mobilization	LS	1	\$15,000.00	\$15,000.00
2	Clearing & Grubbing	LS	1	\$2,500.00	\$2,500.00
3	Excavation	CY	22	\$125.00	\$2,750.00
4	Embankment	CY	8	\$275.00	\$2,200.00
5	4" Concrete Sidewalk	SY	290	\$155.00	\$44,950.00
6	6" Concrete Driveway Replacement	SY	165	\$165.00	\$27,225.00
7	14" Sidewalk Curb	LF	45	\$60.00	\$2,700.00
8	6" Compacted Subgrade	SY	290	\$25.00	\$7,250.00
9	9" Concrete Sidewalk Without Subgrade	SY	28	\$190.00	\$5,320.00
10	ADA Ramp W/ Detectable Warning	EA	2	\$1,500.00	\$3,000.00
11	Inlet Top Replacement	EA	1	\$1,500.00	\$1,500.00
12	Hydroseed	SY	205	\$5.10	\$1,045.50
13	Remove & Replace Existing Traffic Signs	EA	2	\$650.00	\$1,300.00
14	Construction Traffic Control	LS	1	\$2,500.00	\$2,500.00
15	Sediment & Erosion Control	LS	1	\$1,575.00	\$1,575.00
16	Contractor Furnished Surveying & Staking	LS	1	\$500.00	\$500.00
GRAND TOTAL BASE BID:					\$ 121,315.50

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 121,315.50

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Contractor's License No.: 08-23-0068 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

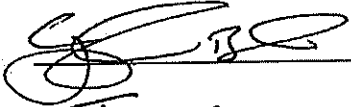
ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

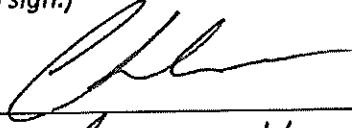
BIDDER: *[Indicate correct name of bidding entity]*

McCONNELL + ASSOCIATES

By: 
[Signature]

[Printed name] TAYLOR BROOKS

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
[Signature]

[Printed name] CHRIS HANSON

Title: COO

Submittal Date:

6/12/25

Address for giving notices:

1225 IRON STREET

NKC, MO 64116

Telephone Number:

(816) 842-6066

Fax Number:

Contact Name and e-mail address:

TAYLOR BROOKS

T.BROOKS@MCCONNELLASSOCIATES.ORG

Bidder's License No.:

08-23-0068

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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.

STATE OF MISSOURI)
) ss
COUNTY OF Clay)

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

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

(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.

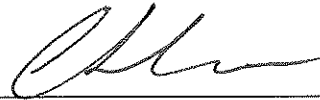
Page 287 of 536

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 City of Liberty Missouri

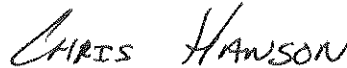
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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 22 day of June, 2025

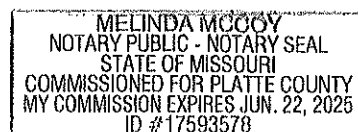


Notary Public State of Missouri

My Commission Expires: 6/22/25

Commissioned in Platte County

Commission #: 17593578



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.



Company ID Number: 211908

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and McConnell and Associates Corp. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 211908

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 211908

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 211908

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 211908

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 211908

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 211908

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 211908

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 211908

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 211908

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 211908

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 211908

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 211908

Approved by:

Employer McConnell and Associates Corp.	
Name (Please Type or Print) Doug L Morgan	Title
Signature Electronically Signed	Date 05/07/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/07/2009



Company ID Number: 211908

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	McConnell and Associates Corp.
Company Facility Address	1225 Iron North Kansas City, MO 64116
Company Alternate Address	
County or Parish	CLAY
Employer Identification Number	431139077
North American Industry Classification Systems Code	238
Parent Company	McConnell & Associates Corp.
Number of Employees	100 to 499
Number of Sites Verified for	4 site(s)



Company ID Number: 211908

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

KS	1
MO	3



Company ID Number: 211908

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Doua L. Moran
Phone Number	8168426066122
Fax	8168421638
Email	D.Moran@McConnellAssociates.org



Company ID Number: 211908



This list represents the first 20 Program Administrators listed for this company.

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

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

Missouri Division of Labor Standards

Annual Wage Order No. 31

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

- 2.01 Contractor shall submit weekly payroll records with each monthly payment application.
- 2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.
- 2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

- 3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.
- 3.02 The contractor will forfeit a penalty to the City of Liberty of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 024
CLAY COUNTY

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

Original Signed by

Todd Smith, Director
Division of Labor Standards

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

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

Prepared by Missouri Department of Labor and Industrial Relations

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

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
 **The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CLAY County

Section 024

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

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODITIES

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

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

- 2.01 The requirements of this form are not required when:
- A. Only one line of a particular good or product is manufactured or produced in the United States;
 - B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;
 - C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.
- 2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Mayor, City Council and the Citizens of the City of Liberty, Missouri,
a Municipal Corporation ("Owner") and McConnell & Associates ("Contractor"). Owner and
Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The
Work is generally described as follows:

- A. ADA Curb Ramp Installation
- B. Sidewalk Installation
- C. Curb and Gutter Installation

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as
follows: **Sidewalk Improvements for: Mississippi St. From Fairview Ave. – Maple St. – PROJECT
NO. 21-025**

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Liberty, 101 E.
Kansas Street, Liberty, MO 64068.
- 3.02 The Owner has retained The office of the City Engineer of the City of Liberty ("Engineer") to act
as Owner's representative, assume all duties and responsibilities, and have the rights and
authority assigned to Engineer in the Contract Documents in connection with the completion of
the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness
for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. Contractor shall complete the work in accordance with the contract documents between
the dates of NTP and October 31, 2025. City shall be notified of the start date a minimum of
two weeks prior to the start date of construction.
- B. Earliest Construction Start Date..... Upon Issuance of Notice to Proceed
- C. Latest Substantial Completion:..... October 17, 2025
- D. Latest Final Completion Date..... October 31, 2025

- E. Parts of the Work shall be substantially or final completed on or before the following Milestone(s):
1. Milestone 1 – **Restoration of Yards**. Yards disrupted during construction must be restored within 14 calendar days of the disruption.
 2. Milestone 2 – **Removal of Spoils**. Spoils are to be removed from the site on the same day.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones 1-3: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each stated Milestone, until stated Milestone is achieved.
 5. Milestone 4: Contractor shall pay Owner \$250 for each day that expires after the time specified above for achievement of the stated Milestone, until stated Milestone is achieved.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$N/A.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): \$.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General

Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) N/A.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all, if any, (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. Contractor currently possesses the in-house capability, or will have the in-house capability prior to the commencement of Work hereunder, to perform not less than thirty five percent (35%) of all Work required to be performed on the project by Contractor by and through employees in the direct employ of Contractor without any reliance upon or utilization of subcontractors by Contractor from the time of commencement of Work

hereunder and at all such times thereafter, Contractor shall continue to maintain such in-house capability to perform the above-stated percentage of the Work without any reliance upon or utilization of subcontractors.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Prevailing Wage (section C-470, inclusive).
 - 2. MO Annual Wage Order No. 31 (section C-471, inclusive).
 - 3. This Agreement (section C-520, inclusive).
 - 4. Performance and Maintenance bond (section C-610, inclusive).
 - 5. Payment bond (section C-615, inclusive).
 - 6. General Conditions (section C-700, inclusive).
 - 7. Supplementary Conditions (section C-800, inclusive).
 - 8. Job Special Conditions (section C-810, inclusive).
 - 9. Specifications as listed in the table of contents of the Project Manual.
 - 10. Addenda (numbers ___, inclusive).
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A – Project Plan Set
 - b. Exhibit B – ADA Checklist
 - c. Exhibit C – Anti Discrimination Against Israel Certification
 - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *General Conditions*

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor,

through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

10.07 *Indemnification*

- A. The Contractor hereby expressly binds himself, herself, or itself to indemnify and save harmless the City and its officers and employees for any and all expenses, including reasonable attorney's fees, and against all damages, losses, claims, suites or actions of every kind and nature asserted, brought or which may be brought, asserted, incurred or sustained by any person, firm, or corporation, or persons, firms or corporations, in connection with or on account of the Contractor's work or in consequence of any negligence in connection with same, or on account of any poor workmanship, or on account of any act of commission or omission of the Contractor or his, her, its, or their subcontractors, agents or employees, or in connection with or on account of any other cause arising during the course of and related to construction, irrespective of the responsibility of third parties therefore.
- B. The Contractor shall further indemnify the City of Liberty for any and all expenses, including reasonable attorney's fees, incurred in the City's pursuing any remedial action required to correct deficiencies in the work on account of poor workmanship, the negligence or any act of omission of the Contractor or his, her, its, or their subcontracts, agents or employees.
- C. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the City.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

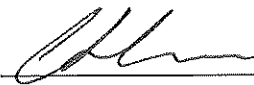
This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: **City of Liberty, Missouri**

CONTRACTOR:

McConnell & Associates

By: _____

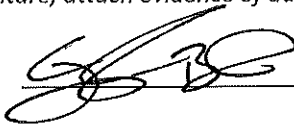
By: 

Title: _____

Title: COO

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

Attest: _____

Attest: 

Title: _____

Title: PROJECT MANAGER

Address for giving notices:

Address for giving notices:

1225 Iron Street, NKC MO 64116

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: 08-23-0068
(where applicable)



GM PETERS INSURANCE
SINCE 1913

June 23, 2025

City of Liberty
101 East Kansas Street
Liberty, MO 64068

Re: McConnell & Associates Corp
Bond No: 37BCSJG8131
Project #21-025 Sidewalk Improvements for: Mississippi St. from Fairview Ave. – Maple St.

To Whom It May Concern:

Please use this letter as your authority to date the Bonds and Power of Attorney the same date as the contract. Upon signing the contract, please advise us of the contract date, or forward us a copy of the dated and signed contract.

Thank you for your assistance and please call if you have any questions.

Sincerely,

Peggy Marrs
Peggy Marrs
Attorney-in-fact

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity
and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: G M PETERS AGENCY
Agency Code: 37-284632

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**
Trevor Baldwin, Travis Barker, Shane Davolt, Nicollette Hartley, Peggy Marrs,
Bridgett McQuerrey of KANSAS CITY, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariluz Arce

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Kelth D. Dozois

Kelth D. Dozois, Assistant Vice President

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity
and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: G M PETERS AGENCY
Agency Code: 37-284632

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**
Trevor Baldwin, Travis Barker, Shane Davolt, Nicolette Hartley, Peggy Marrs,
Bridgett McQuerrey of KANSAS CITY, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariluz Arce

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozols

Keith D. Dozols, Assistant Vice President

PERFORMANCE AND MAINTENANCE BOND

CONTRACTOR (name and address):

McConnell & Associates Corp.

1225 Iron Street

North Kansas City, MO 64116

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

Hartford Fire Insurance Company

One Hartford Plaza

Hartford, CT 06155

OWNER (name and address):

City of Liberty

101 East Kansas Street

Liberty, MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: One Hundred Twenty One Thousand Three Hundred Fifteen and 50/100 Dollars (\$121,315.50)

Description (name and location): Sidewalk Improvements for: Mississippi St. from Fairview Ave. - Maple St.
Project #21-025

BOND

Bond Number: 37BCSJG8131

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: One Hundred Twenty One Thousand Three Hundred Fifteen and 50/100 Dollars (\$121,315.50)

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

McConnell & Associates Corp. (seal)

Contractor's Name and Corporate Seal

By:

Signature

TAYLOR BROOKS

Print Name

PROJECT MANAGER

Title

Attest:

Signature

Witness

Title

SURETY

Hartford Fire Insurance Company

(seal)

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

Peggy Marrs

Print Name

Attorney-in-fact

Title

Attest:

Signature

Nicollette Hartley

Witness

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:

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity
and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: G M PETERS AGENCY
Agency Code: 37-284632

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :
Trevor Baldwin, Travis Barker, Shane Davolt, Nicollette Hartley, Peggy Marrs,
Bridgett McQuerrey of KANSAS CITY, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPier

Joelle L. LaPier, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPier, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Marilyn Arce

Marilyn Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Kelth D. Dozois

Kelth D. Dozois, Assistant Vice President

PAYMENT BOND

CONTRACTOR (name and address):

McConnell & Associates Corp.
1225 Iron Street
North Kansas City, MO 64116

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

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

OWNER (name and address):

City of Liberty 101 East Kansas Street, Liberty, MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: One Hundred Twenty One Thousand Three Hundred Fifteen and 50/100 Dollars (\$121,315.50)

Description (name and location): Sidewalk Improvements for: Mississippi St. from Fairview Ave. - Maple St.

Project #21-025

BOND

Bond Number: 37BCSJG8131

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: One Hundred Twenty One Thousand Three Hundred Fifteen and 50/100 Dollars (\$121,315.50)

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

McConnell & Associates Corp. (seal)

Contractor's Name and Corporate Seal

By: 
Signature

TAYLOR BROOKS
Print Name

PROJECT MANAGER
Title

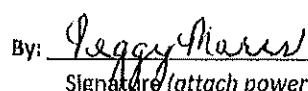
Attest: 
Signature

Witness
Title

SURETY

Hartford Fire Insurance Company (seal)

Surety's Name and Corporate Seal

By: 
Signature (attach power of attorney)

Peggy Marrs
Print Name

Attorney-in-fact
Title

Attest: 
Signature Nicolette Hartley

Witness
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:

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
ARTICLE 1 – Definitions and Terminology.....	6
1.01 Defined Terms.....	6
1.02 Terminology	10
ARTICLE 2 – Preliminary Matters	11
2.01 Delivery of Bonds and Evidence of Insurance.....	11
2.02 Copies of Documents	11
2.03 Before Starting Construction	11
2.04 Preconstruction Conference; Designation of Authorized Representatives	12
2.05 Initial Acceptance of Schedules	12
2.06 Electronic Transmittals.....	12
ARTICLE 3 – Documents: Intent, Requirements, Reuse.....	13
3.01 Intent.....	13
3.02 Reference Standards	13
3.03 Reporting and Resolving Discrepancies	14
3.04 Requirements of the Contract Documents	14
3.05 Reuse of Documents	15
ARTICLE 4 – Commencement and Progress of the Work	15
4.01 Commencement of Contract Times; Notice to Proceed	15
4.02 Starting the Work.....	15
4.03 Reference Points	15
4.04 Progress Schedule	16
4.05 Delays in Contractor’s Progress	16
ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions	17
5.01 Availability of Lands	17
5.02 Use of Site and Other Areas.....	17
5.03 Subsurface and Physical Conditions.....	18
5.04 Differing Subsurface or Physical Conditions	19
5.05 Underground Facilities	20

5.06	Hazardous Environmental Conditions at Site	22
ARTICLE 6 – Bonds and Insurance.....		24
6.01	Performance, Payment, and Other Bonds	24
6.02	Insurance—General Provisions	24
6.03	Contractor’s Insurance	26
6.04	Owner’s Liability Insurance	28
6.05	Property Insurance.....	28
6.06	Waiver of Rights	30
6.07	Receipt and Application of Property Insurance Proceeds	31
ARTICLE 7 – Contractor’s Responsibilities		31
7.01	Supervision and Superintendence	31
7.02	Labor; Working Hours	31
7.03	Services, Materials, and Equipment.....	32
7.04	“Or Equals”	32
7.05	Substitutes	33
7.06	Concerning Subcontractors, Suppliers, and Others	35
7.07	Patent Fees and Royalties	36
7.08	Permits	37
7.09	Taxes	37
7.10	Laws and Regulations.....	37
7.11	Record Documents.....	38
7.12	Safety and Protection.....	38
7.13	Safety Representative	39
7.14	Hazard Communication Programs	39
7.15	Emergencies	39
7.16	Shop Drawings, Samples, and Other Submittals.....	39
7.17	Contractor’s General Warranty and Guarantee.....	41
7.18	Indemnification	42
7.19	Delegation of Professional Design Services	43
ARTICLE 8 – Other Work at the Site.....		43
8.01	Other Work	43
8.02	Coordination	44
8.03	Legal Relationships.....	44
ARTICLE 9 – Owner’s Responsibilities		45

9.01	Communications to Contractor.....	45
9.02	Replacement of Engineer	46
9.03	Furnish Data	46
9.04	Pay When Due.....	46
9.05	Lands and Easements; Reports, Tests, and Drawings	46
9.06	Insurance.....	46
9.07	Change Orders.....	46
9.08	Inspections, Tests, and Approvals.....	46
9.09	Limitations on Owner’s Responsibilities	46
9.10	Undisclosed Hazardous Environmental Condition.....	46
9.11	Evidence of Financial Arrangements.....	46
9.12	Safety Programs	47
ARTICLE 10 – Engineer’s Status During Construction		47
10.01	Owner’s Representative.....	47
10.02	Visits to Site.....	47
10.03	Project Representative.....	47
10.04	Rejecting Defective Work.....	47
10.05	Shop Drawings, Change Orders and Payments.....	48
10.06	Determinations for Unit Price Work	48
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work	48
10.08	Limitations on Engineer’s Authority and Responsibilities.....	48
10.09	Compliance with Safety Program.....	49
ARTICLE 11 – Amending the Contract Documents; Changes in the Work.....		49
11.01	Amending and Supplementing Contract Documents	49
11.02	Owner-Authorized Changes in the Work	49
11.03	Unauthorized Changes in the Work.....	50
11.04	Change of Contract Price	50
11.05	Change of Contract Times	51
11.06	Change Proposals	51
11.07	Execution of Change Orders.....	52
11.08	Notification to Surety.....	52
ARTICLE 12 – Claims.....		53
12.01	Claims	53
ARTICLE 13 – Cost of the Work; Allowances; Unit Price Work		54

13.01	Cost of the Work	54
13.02	Allowances	56
13.03	Unit Price Work	57
ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work		57
14.01	Access to Work.....	57
14.02	Tests, Inspections, and Approvals.....	58
14.03	Defective Work.....	58
14.04	Acceptance of Defective Work.....	59
14.05	Uncovering Work	59
14.06	Owner May Stop the Work	60
14.07	Owner May Correct Defective Work.....	60
ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period		61
15.01	Progress Payments.....	61
15.02	Contractor’s Warranty of Title	64
15.03	Substantial Completion	64
15.04	Partial Use or Occupancy	65
15.05	Final Inspection	65
15.06	Final Payment.....	65
15.07	Waiver of Claims	67
15.08	Correction Period	67
ARTICLE 16 – Suspension of Work and Termination		68
16.01	Owner May Suspend Work	68
16.02	Owner May Terminate for Cause	68
16.03	Owner May Terminate For Convenience	69
16.04	Contractor May Stop Work or Terminate	69
ARTICLE 17 – Final Resolution of Disputes		70
17.01	Methods and Procedures.....	70
ARTICLE 18 – Miscellaneous		70
18.01	Giving Notice	70
18.02	Computation of Times.....	70
18.03	Cumulative Remedies	70
18.04	Limitation of Damages	71
18.05	No Waiver	71
18.06	Survival of Obligations	71

18.07	Controlling Law	71
18.08	Headings.....	71

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the

result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other

submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility

that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

- c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection

with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition

created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until two years after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - 3. Broad form property damage coverage.
 - 4. Severability of interest.
 - 5. Underground, explosion, and collapse coverage.
 - 6. Personal injury coverage.
 - 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor’s pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor’s professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available

under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of

payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

- 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not

identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times

resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone

employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors,

members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to

perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by

Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to

an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change

involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and

11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*:
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction,

the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the

Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction

imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer

(less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with

respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the

Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
ARTICLE 2 – preliminary matters	2
ARTICLE 4 - Commencement and Progress of the Work	2
ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS.....	2
ARTICLE 6 – BONDS AND INSURANCE.....	2
ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES.....	4
ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION.....	4
ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....	7
ARTICLE 15 – Payment to contractor; set-offs;completion; correction period	8
ARTICLE 16 – suspension of work and termination	8
ARTICLE 17 – FINAL RESOLUTION OF DISPUTES	9

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.07 Add the following new paragraph immediately after Paragraph 2.06:

“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.”

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05.C.2 Add the following language at the end of paragraph 4.05.C.2:

“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 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

A. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

1. Not used.

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor 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

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 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 under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>

Employer's Liability:

Bodily injury, each accident	\$ <u>505,520</u>
------------------------------	-------------------

2. **Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

General Aggregate	\$ <u>3,370,137</u>
-------------------	---------------------

Products - Completed Operations Aggregate	\$ <u>3,370,137</u>
---	---------------------

Personal and Advertising Injury With employment exclusion deleted	\$ <u>3,370,137</u>
--	---------------------

Each Occurrence (Bodily Injury and Property Damage)	\$ <u>3,370,137</u>
--	---------------------

3. **Automobile Liability under Paragraph 6.03.D. of the General Conditions:**

Combined Single Limit of	\$ <u>3,370,137</u>
--------------------------	---------------------

4. **Excess or Umbrella Liability:**

Per Occurrence	\$ <u>3,370,137</u>
----------------	---------------------

General Aggregate	\$ <u>3,370,137</u>
-------------------	---------------------

5. **Contractor's Pollution Liability:**

Each Occurrence	\$ <u>Not Applicable</u>
-----------------	--------------------------

General Aggregate	\$ <u>Not Applicable</u>
-------------------	--------------------------



If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. **Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: None.**

7. **Contractor's Professional Liability:**

Each Claim	\$ <u>3,370,137</u>
------------	---------------------

Annual Aggregate	\$ <u>3,370,137</u>
------------------	---------------------

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.01.C. Add the following new subparagraphs immediately after Paragraph 7.01.B:

The Contractor shall be responsible for the conduct of Contractor’s employees and the employees of Subcontractors and suppliers on the Work site. The Contractor 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-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7:00 AM to 5:00 PM
2. Owner's legal holidays are:
 - a) New Year’s Day
 - b) Martin Luther King Jr. Day
 - c) President’s Day
 - d) Memorial Day
 - e) Juneteenth
 - f) Independence Day
 - g) Labor Day
 - h) Veterans’ Day
 - i) Thanksgiving Day
 - j) Day after Thanksgiving
 - k) Christmas Day

SC-7.02.B. Append Paragraph 7.02.B to state “No Sunday work shall be allowed.”

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. 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 Contractor 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 Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**

1. **General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents,

or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 14. **Completion:**
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

- c. **Construction Equipment and Machinery:**
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly,

dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Rental Rate Blue Book, FHWA Hourly Rate. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 1. if the extended price of a particular item of Unit Price Work amounts to 15 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENT TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01.C.1 Amend the first sentence of Paragraph 15.08.A by replacing the words “10 days” with the words “20 days”.

SC-15.08.A Amend the first sentence of Paragraph 15.08.A by replacing the words “one year” with the words “two years”.

SC-15.08.D Amend the first sentence of Paragraph 15.08.D by replacing the words “one year” with the words “two years”.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC-16.02.D Add the following new sub-paragraph immediately after Paragraph 16.02.D.

SC-16.02.D.1 Contractor shall be deemed to have persistently failed to perform the Work in accordance with the Contract Documents, if Contractor has twice not timely cured failures of performance by Contractor which have been brought to the attention of Contractor by written notices of the Owner within the time specified in

such notices and Owner gives a third notice to the Contractor of any such failure to perform.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 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, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 19 – ADDITIONAL STATE OF MISSOURI CONTRACT REQUIREMENTS

SC-19.01 The following paragraph shall be added as Paragraph 19.01.

SC-19.01 Excessive Unemployment pursuant to 290.580 RSMo: Except as otherwise required by law, during a period of excessive unemployment in the State of Missouri, the Contractor shall employ only Missouri laborers from nonrestrictive states on the project, as provided in Sections 290.55 to 290.580 RSMo.

SC-19.02 The following paragraph shall be added as Paragraph 19.02.

SC-19.02 Anti Discrimination Certification RSMo 34.600: Pursuant to RSMo 34.600 the contractor shall be required to complete Exhibit C "Anti-Discrimination Against Israel Act Certification".

SC-19.03 The following paragraph shall be added as Paragraph 19.03.

SC-19.03 Proof of Lawful Presence for Eligibility for Temporary Public Benefits: Pursuant to 208.009 RSMo the applicant shall provide affirmative proof that the applicant is a citizen of a permanent resident of the United States or is lawfully present in the United States. This may be verified by the presentation of the signing applicants current valid driver's license.

SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
SPC-1.01 Scope of Work.....	2
SPC-2.01 Contract Special Conditions	2
SPC-3.01 Contractor Furnished Staking.....	2
SPC-4.01 Traffic Control and Routing.....	2
SPC-5.01 Fees for Construction Permits.....	3
SPC-6.01 Restoration of Yards.....	3
SPC-7.01 Asphalt Pavement – Material and Placement Requirements.....	3
SPC-8.01 Surface Structures Affected by Construction	4
SPC-9.01 Safety of the Public	4
SPC-10.01 Dimensions and Elevations	4
SPC-11.01 Pavement Markings.....	4
SPC-12.01 ADA Requirements	5
SPC-13.01 Sidewalk and Drive Approach Removal and Replacement.....	5
SPC-14.01 Curb and Gutter, Removal & Replacement	6
SPC-16.01 Staging and Stockpile Locations	6
SPC-17.01 Measurement and Payment.....	7

SPC-1.01 Scope of Work

The work provided for in these specifications shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish all work as explicitly defined within the Contract documents along with other incidental and related work as set forth in these specifications and the detail drawings and as directed by the Engineer to make a complete and finished job.

Refer to Project Manual Exhibit A for contract plan sets.

SPC-2.01 Contract Special Conditions

The work shall conform to these special conditions and to the Liberty Technical Specifications as referenced herein. The Liberty Technical Specifications (Latest Edition) will govern as though it were repeated verbatim herein, except as modified or superseded by these special provisions.

SPC-3.01 Contractor Furnished Staking

- A. The Contractor shall furnish stakes, and surveys, and other materials as may be required for the proper staking and laying out of the work, and in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said work in order to achieve ADA compliance.
- B. All survey and staking work performed under this contract shall be considered part of the contract line item Contractor Furnished Surveying & Staking.
- C. Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense.
- D. The Contractor shall be responsible for all monuments, property corners, bench marks, reference points and stakes, and in case of willful or careless destruction of same, will be charged with the resulting expense of replacement, and he/she shall be responsible for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes causes a delay in the work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners, or bench marks that have been moved or destroyed, the Contractor will be charged with the resulting expense of replacement.

SPC-4.01 Traffic Control and Routing

All costs for traffic control shall be considered part of the contract line item Construction Traffic Control.

- A. Construction operations shall be coordinated to result in the least practicable delay to pedestrians and traffic. Traffic shall be carried through construction with a minimum of one lane open in each direction at all times. Pedestrians shall be routed safely around construction areas and sidewalks shall be closed appropriately with proper traffic control barricades, cones, sidewalk closure signage, and temporary fencing as needed for safety. Access to adjoining businesses and residences will be maintained at all times.
- B. The Contractor shall furnish adequate signs, barricades, warning lights, and all other equipment necessary to direct and reroute traffic and shall furnish all flagmen and other personnel necessary to provide the required traffic control. All signs and barricades used on the project shall conform to the latest edition of the Manual on Uniform Traffic Control Devices pertaining to traffic controls for street and highway construction.
- C. When construction requires machinery or men to be in an intersection or roadway, barricades shall be placed and a flagman shall control the intersection or roadway traffic as indicated in the typical traffic control detail for intersection or roadway construction. Barricades shall be moved back out

of the intersection or roadway as shown in the same detail after the construction operation is complete.

- D. Barricades and/or signs shall not be removed from poured concrete until said concrete has cured such that marks will not occur in the concrete once it is opened to traffic. Such determination will be made by the Engineer or his representative in the field.
- E. The Project Inspector and Contractor's representative on this project will make inspections of the traffic control devices installed as part of this contract and maintain record of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records.
- F. The Contractor will be required at the time of the preconstruction conference to provide a schedule regarding the proposed location, length and approximate timing of traffic lane and/or sidewalk closures for construction activities and to designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person during both working and non-working hours. This information will be provided to the City Engineer for review and approval.
- G. The Contractor shall be responsible for contacting the City Engineer, local police, fire, ambulance and other emergency services of the proposed closures a minimum of 48 hours prior to commencing such closure.
- H. The City of Liberty, Missouri reserves the right to make adjustments or revisions in traffic handling requirements which may become necessary after construction on the project has started. These changes will be determined on the basis of periodic inspections throughout the duration of the project. Notice of such change will be transmitted to the Contractor and it will be his responsibility to make the necessary changes as soon as practicable after receipt of the notification.

SPC-5.01 Fees for Construction Permits

The City agrees to waive all fees for construction permits associated with the work to be done under this contract. Fees for occupation license, as required by the City, will be the responsibility of the Contractor and subcontractors to secure prior to the start of work and shall be subsidiary to the Contract.

All permits necessary for work adjacent to or within State and/or Rail Road Right of way shall be subsidiary to the contract and no direct payment will be made to the Contractor. Such permits shall be secured by the Contractor prior to the start of work.

SPC-6.01 Restoration of Yards

There shall be no direct payment made for the restoration of yards disrupted in conjunction with this project (unless otherwise specified in these Special Conditions). The Contractor shall contain all construction activities to within the public right-of-way and easement lines. All yards and ROW damaged shall be restored to at least equal to current condition as approved by the Engineer. Such work shall include grading, preparation of topsoil, and placement of seed, fertilizer, and mulch to repair lawn damaged by the Contractor's construction operations. No direct payment will be made to the Contractor for restoration of yards beyond the limits of the work as shown on the plans except as otherwise approved by the Engineer. Restoration shall occur within fourteen (14) calendar days of disruption.

SPC-7.01 Asphalt Pavement – Material and Placement Requirements

- A. Asphalt surface materials and placement shall be based upon **Type 5-01** in accordance with KC Metro Chapter APWA Section 2205 Asphaltic Concrete Surface and Base.

SPC-8.01 Surface Structures Affected by Construction

All pavement, surfaces, driveways, curbs, walks, buildings, traffic signs, utility poles, guy wires and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards, parks and parking, shall be maintained and if removed or otherwise damaged, shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such surface structures or parts thereof shall be made with new materials conforming to the requirements of these specifications or, if not specified, as approved by the Engineer, at the Contractor's own cost and expense, unless otherwise provided by the contract.

SPC-9.01 Safety of the Public

The Contractor shall provide temporary walks, fencing, barricades and other protective measures as necessary to insure the safety of the public traversing the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the Contractor with due regard to location, appearance, and hazard potential to the traveling public. All work necessary shall be subsidiary to the contract and no direct payment will be made to the Contractor.

- A. Public Notification: The Contractor shall place door hangar notifications on all residences and businesses adjacent to work at least 48 hours prior to start of intended work at said locations. Door hangar notifications shall be supplied and placed by the Contractor. Engineer shall review and approve proposed door hangars prior to printing and placement.

Emergency No Parking Signage (Temp.): Contractor may supply and place emergency no parking signage as needed adjacent to work at least 48 prior to start of intended work. Cars that are parked in the way of construction shall be tagged with a non-stick notice under the driver side windshield wiper a minimum of 48 hours prior to start of intended work, vehicles that have been tagged will be towed at the owner's expense by the contractor. The contractor shall notify the City project inspector for final approval prior to towing. Towing shall only be a last resort after all other means of contacting the owner are exhausted.

Sec. 20-143. - No parking for construction activities.

Pursuant to section 20-121, parking is prohibited at all times, when temporarily posted as such, to facilitate public construction activities. Any vehicle parked within the posted temporary No Parking areas will be towed at the owner's expense.

Ord. No. 6696, § 6, 11-8-93

- B. Emergency Services Notification: The Contractor shall coordinate construction activities with the City project inspector so they may notify City emergency dispatch, City public relations, postal service, school district, trash collection, etc. as necessary.

SPC-10.01 Dimensions and Elevations

It is the intent of this project to provide City and ADA compliant improvements which transition into existing dimensions and elevations. The Contractor shall verify all improvements dimensions and elevations meet City and ADA standards. Any discrepancy between the finished product and City and ADA requirements shall be supplied to the Engineer for approval prior to acceptance of said improvement.

SPC-11.01 Pavement Markings

Any pavement markings damaged during construction shall be replaced per the pre-existing pattern. Pavement markings shall be thermoplastic type pavement markings in accordance with the City of Liberty Technical Specifications on newly patched asphalt surface. MMA (Methyl Methacrylate) type pavement markings shall be used on pre-existing asphalt and pre-existing and/or new concrete

pavement. All pavement marking symbols shall conform to the (MUTCD). This work shall include all labor, materials and equipment necessary to complete the work.

SPC-12.01 ADA Requirements

The City of Liberty has adopted the MoDOT ADA checklist as an ADA acceptance criterion for this contract. The MoDOT ADA checklist is attached as Exhibit B to the Project Contract. In the event of a conflict between the specifications of the City and the adopted acceptance criteria a request for determination shall be made to the Owner via electronic mail.

A. ADA Curb Ramps:

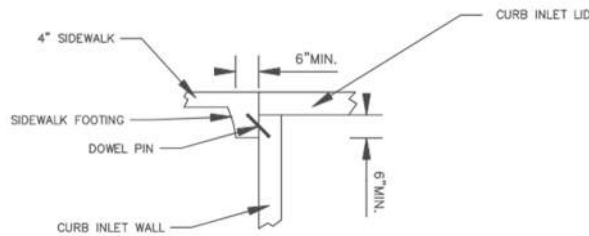
The term ADA Curb Ramp shall be used to apply to curb ramps, blended transitions and combinations of curb ramps and blended transitions.

1. All Curb Ramps shall be constructed to fully meet all adopted ADA requirements.
2. Curb ramps shall be constructed to accommodate the "Cast in Tact Detectable Warning Panel No. MA TP22" insets, or approved equal. The insets shall be placed so truncated domes extend across the entire width of the flush curb opening at the base of the ramp. Insets and/or surface mount tactiles shall be cut and trimmed as necessary to extend across any flush opening gaps.
3. ADA detectable surface mount tactiles shall be 2' wide and 4' or more in dimension and placed as necessary (and trimmed if needed) on existing ADA ramps to extend the full width of the curb opening at the base of the ADA ramp. Beveled edge and truncated dome pattern shall meet all ADA requirements.
4. The contractor shall be expected to replace curb and gutter either side of each ADA Ramp as necessary to provide a full and finished product. Refer to the Measurement and Payment Job Special Conditions for the procedure for measurement and payment of any additional Curb and Gutter required as part of the ADA Ramp W/Detectable Warning line item.

SPC-13.01 Sidewalk and Drive Approach Removal and Replacement

Except as modified or stipulated herein, sidewalk removal and replacement shall conform to the requirements of Section 2200 as contained in the Technical Specifications for Public Improvement Projects of the City of Liberty, Missouri. Backfill of concrete flatwork with topsoil, seed, and mulch is subsidiary to the work.

1. Sidewalk Removal & Replacement (4") (if needed): The Contractor shall saw cut the limits of the sidewalk removal. The saw cut shall be the full depth of the walk including brick or concrete base. The Contractor shall place 4" thick concrete sidewalks, including 4" picture frame pattern, according to Section 2200. Sidewalk sections replaced adjacent to storm sewer inlet structures shall be anchored to the structure as shown in the sidewalk footing at curb inlet detail below:



NOTES:

1. DOWEL PINS SHALL BE #4 BARS, 7" LONG, INSERTED A MINIMUM OF 3" AND A MAXIMUM OF 4" INTO CURB INLET WALL.
2. EXPANSION JOINTS SHALL BE PLACED AROUND THE LID WHERE THE SIDEWALK ABUTS AND SHALL ISOLATE THE SIDEWALK FROM THE FULL DEPTH OF THE LID. THESE SHALL NOT BE COUNTED TOWARDS THE EXPANSION REQUIRED.
3. DOWEL PINS SHALL BE PLACED ON 18" CENTERS WITH A MINIMUM OF ONE PER EVERY SIDE AFFECTED.
4. FOOTING SHALL BE USED WHENEVER ANY PORTION OF THE CURB INLET LID IS UTILIZED FOR SIDEWALK AND TOP OF CURB INLET AND SIDEWALK SHALL BE FLUSH. IF CURB INLET LID IS USED IT MUST MEET ADA CROSS SLOPE REQUIREMENTS.
5. COST OF FOOTING IS SUBSIDIARY TO THE SIDEWALK BID.

SIDEWALK FOOTING AT CURB INLET DETAIL

2. Integral Sidewalk and Curb (if needed): The Contractor shall saw cut the limits of the sidewalk removal. The saw cut shall be the full depth of the walk including brick or concrete base. The Contractor shall place 4" thick concrete sidewalks with integral 6" tall vertical retaining wall curb on one or two sides, including 4" picture frame pattern, according to Section 2200.
3. Sidewalk Removal and Restoration to Turf (if needed): Existing sidewalk shall be removed and the area backfilled with topsoil, graded, and seeded.
4. Drive Approach Removal and Replacement: The Contractor shall saw cut the limits of the drive approach removal. The saw cut shall be the full depth of the approach. The Contractor shall place 6" thick concrete approach, including 4" picture frame pattern, according to Section 2200.

SPC-14.01 Curb and Gutter, Removal & Replacement

Except as modified or stipulated herein, curb and gutter removal and replacement shall conform to the requirements of Section 2100 as contained in the Technical Specifications for Public Improvement Projects of the City of Liberty, Missouri.

1. Removal and Replacement: The Contractor shall saw cut the limits of the Curb and Gutter removal. The saw cut shall be the full depth of the Curb and Gutter. The Contractor shall place new Curb and Gutter to meet the City of Liberty technical specifications for Curb and Gutter. Curb and Gutter sections shall be no less 5' in length.
2. Curb and Gutter removed and replaced as part of the replacement of an ADA ramp shall be measured and paid for as defined within the Measurement and Payment SPC.
3. Asphalt patching in streets adjacent to replaced Curb and Gutter shall be done by sawcut, milling, or other means so as to leave a neat, clean, straight edge where matching adjacent pavements. Patches may be filled with full depth asphalt, or by concrete up to 1.5" below finished pavement elevation followed by 1.5" hot mix asphalt surface placed to finished surface elevation. Patching is required at all areas the same day in which forms are removed. Patching (concrete and/or asphalt) shall be considered incidental to the other items of work and as such no additional compensation will be allowed.

SPC-16.01 Staging and Stockpile Locations

1. CONTRACTOR shall be required to obtain permission from the OWNER on location and size of material and equipment staging areas and material stockpile locations. Usage of staging and/or stockpile locations without prior permission shall result in application of daily Liquidated

Damages in the amount of \$100.00 until such time as material and equipment's are removed or approval is granted.

SPC-17.01 Measurement and Payment

A. General:

1. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the contract documents that will be directly paid for at the price bid per unit of measure.
2. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted bidder. Unit price payments will be based upon the measurement of installed items. Unit prices and lump sums shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the contract documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price item to which it pertains.
3. Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows:

B. Mobilization:

1. This work will not be measured for payment, but will be considered a lump sum price.
2. Payment shall be full compensation for furnishing all bonds, materials, labor, equipment and tools for deployment of laborers and equipment to the site, site preparation, temporary utility installation, final site cleanup and demobilization.
3. Payment of this item shall be lump sum by the following schedule:
 - a. When 5 percent or more of the original contract amount is earned, 50 percent.
 - b. When 10 percent or more of the original contract amount is earned, an additional 25 percent.
 - c. When 25 percent or more of the original contract amount is earned, an additional 25 percent.

C. Project Videotaping

1. Prior to construction, the Contractor shall videotape the entire extent of the project. The videotaping may be conducted on foot. The videotape shall show the existing conditions on the project. Details of such items as fences, sidewalks, landscaping, and driveways shall be clearly shown.
2. After construction, the Contractor shall conduct a second videotaping, showing the same extents and level of detail as specified above. A copy of both video tapes shall be submitted to the Owner for record keeping purposes. No direct payment will be made for project videotaping, but shall be considered subsidiary to the bid item, "Mobilization".

D. Clearing & Grubbing:

1. This work will not be measured for payment, but will be considered a lump sum price.
2. Payment shall be full compensation for furnishing all materials, labor, equipment and tools for the clearing of all areas as required to complete the project.

3. Payment of this item shall be lump sum by the following schedule:
 - a. Upon clearing of all areas required for the project scope of work 100 percent.

E. Traffic Control:

1. This work will not be measured for payment, but will be considered a lump sum price.
2. Payment shall be full compensation for furnishing all plans, materials, labor, equipment and tools for the deployment, maintenance and modification of Traffic Control and Routing.
3. Payment of this item shall be lump sum by the following schedule:
 - a. Upon implementation of all Traffic control measures, 50 percent.
 - b. Upon removal of all Traffic control measures, an additional 50 percent.

F. Sediment & Erosion Control:

1. This work will not be measured for payment, but will be considered a lump sum price.
2. Payment shall be full compensation for furnishing all plans, materials, labor, equipment and tools for the deployment, maintenance and modification of Sediment & Erosion Control.
3. Payment of this item shall be lump sum by the following schedule:
 - a. Upon implementation of all Sediment & Erosion Control measures, 50 percent.
 - b. Upon removal of all Sediment & Erosion Control measures, an additional 50 percent.

G. Payment of All Line Items:

1. Payment will be made at the contract unit prices bid as shown in the project. Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

- 1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be the latest revision of Technical Specifications for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.
- 1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.
- 1.03 The aforementioned Technical Specifications are available online at:
<https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications>. Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

- 2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.
- 2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.



MISSOURI PROJECT EXEMPTION CERTIFICATE

AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

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

PROJECT # ASSIGNED: _____

PROJECT DESCRIPTION: _____

PROJECT LOCATION: **City of Liberty, Missouri** – _____

DATE OF CONTRACT: _____

DATE PROJECT TO BEGIN: _____

ESTIMATED PROJECT COMPLETION DATE: _____

REVISED COMPLETION DATE: _____

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

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

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

APPROVED

APPROVED

DIRECTOR OF FINANCE

DATE

CITY ENGINEER

DATE

INSTRUCTIONS

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

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

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



This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate		Missouri Tax Exemption Number 	
Address		City	State ZIP Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY) ____ / ____ / ____	Estimated Project End Date (MM/DD/YYYY) ____ / ____ / ____	
Description of Project			
Project Location		Certificate Expiration Date (MM/DD/YYYY) ____ / ____ / ____	
Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.			
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY) ____ / ____ / ____

Contractor

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 project identified herein and no other, pursuant to [Section 144.062, RSMo](#). Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY) ____ / ____ / ____	
Address	City	State	ZIP Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address		City	State ZIP Code
Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY) ____ / ____ / ____	

Form 5060 (Revised 11-2019)

Taxation Division
P.O. Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1666
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.



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 pursuant 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.



1-800-344-7483
1-800-(DIG-RITE)
(811)

EMERGENCY UTILITY PHONE NUMBERS

UTILITY	PHONE NUMBER
AT&T	800-246-8464
City of Liberty	816-439-4507
Clay County PWS D 2	816-781-1454
Evergy	888-544-4852
Spire	800-582-0000
Spectrum	833-493-4939

DRAWING INDEX:

- 1

2

3

4

5 - 6

7 - 9

10

11 - 12

13 - 17

18 - 19
- COVER SHEET

GENERAL NOTES

TYPICAL SECTION

ALIGNMENT LAYOUT

MISSISSIPPI ST P&P

SIDEWALK DETAILS

DRIVEWAY DETAILS

RIGHT OF WAY PLANS

CROSS SECTIONS

SURVEY DATA



SEE SURVEY SHEET 1 FOR MISSISSIPPI STREET SURVEY CONTROL POINTS AND BENCHMARKS.

DESIGN ENTITY:



VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151-1167
TEL: 816.914.1788
FAX: 816.746.8886

CERTIFICATE OF AUTHORITY:
E-2005002189-D



5/15/2025

SUMMARY QUANTITIES			AS-BUILT QUANTITIES		
ITEM	UNITS	QUANTITY	ITEM	UNITS	QUANTITY
MOBILIZATION	L.S.	1	MOBILIZATION	L.S.	
CLEARING & GRUBBING	L.S.	1	CLEARING & GRUBBING	L.S.	
EXCAVATION	C.Y.	22	EXCAVATION	C.Y.	
EMBANKMENT	C.Y.	8	EMBANKMENT	C.Y.	
4" CONCRETE SIDEWALK	S.Y.	290	4" CONCRETE SIDEWALK	S.Y.	
6" CONCRETE DRIVEWAY REPLACEMENT	S.Y.	165	6" CONCRETE DRIVEWAY REPLACEMENT	S.Y.	
14" SIDEWALK CURB	L.F.	45	14" SIDEWALK CURB	L.F.	
6" COMPACTED SUBGRADE	S.Y.	290	6" COMPACTED SUBGRADE	S.Y.	
9" CONCRETE SIDEWALK WITHOUT SUBGRADE	S.Y.	28	9" CONCRETE SIDEWALK WITHOUT SUBGRADE	S.Y.	
ADA RAMP W/ DETECTABLE WARNING	E.A.	2	ADA RAMP W/ DETECTABLE WARNING	E.A.	
INLET TOP REPLACEMENT	E.A.	1	INLET TOP REPLACEMENT	E.A.	
HYDROSEED	S.Y.	205	HYDROSEED	S.Y.	
REMOVE & REPLACE EXISTING TRAFFIC SIGNS	E.A.	2	REMOVE & REPLACE EXISTING TRAFFIC SIGNS	E.A.	
CONSTRUCTION TRAFFIC CONTROL	L.S.	1	CONSTRUCTION TRAFFIC CONTROL	L.S.	
SEDIMENT & EROSION CONTROL	L.S.	1	SEDIMENT & EROSION CONTROL	L.S.	
CONTRACTOR FURNISHED SURVEYING & STAKING	L.S.	1	CONTRACTOR FURNISHED SURVEYING & STAKING	L.S.	

APPROVED BY:

CITY ENGINEER

APPROVED FOR ONE YEAR FROM THIS DATE

DATE

NO. REV.	DATE	REVISION DESCRIPTION
1	10/20/22	30% SUBMITTAL
2	1/19/24	60% SUBMITTAL
3	9/20/24	100% SUBMITTAL
4	12/20/24	100% BID SUBMITTAL
5	5/15/25	100% ISSUED FOR CONSTRUCTION

L:\Projects\2025\KC250523__KC\CAD\Drawings\DESIGN\General Notes - Mississippidwg

GENERAL NOTES

1. THE LATEST EDITION OF CITY OF LIBERTY AND APWA TECHNICAL SPECIFICATIONS SHALL GOVERN CONSTRUCTION OF THE PROJECT IF NOT COVERED IN BID SPECIFICATIONS.
2. ALL WORKMANSHIP AND MATERIALS SHALL BE SUBJECT TO INSPECTION BY DESIGNATED PERSONNEL.
3. IN ACCORDANCE WITH MISSOURI STATE LAW, THE CONTRACTOR SHALL GIVE UTILITY COMPANIES 72 HOURS ADVANCE NOTICE PRIOR TO CONSTRUCTION IN PUBLIC RIGHTS-OF-WAY OR UTILITY EASEMENTS. THE CONTRACTOR MAY ALSO USE THE MISSOURI ONE-CALL SYSTEM BY CALLING 1-800-DIG RITE. THE CONTRACTOR SHALL NOTIFY ALL COMPANIES WHICH HAVE FACILITIES IN THE NEAR VICINITY OF THE CONSTRUCTION.
4. ALL GRASSED AREAS DISTURBED BY THIS CONSTRUCTION, SHALL BE SEEDED IN ACCORDANCE WITH THE APPROPRIATE SPECIFICATION IN THE PROJECT MANUAL.
5. ALL UTILITIES MUST REMAIN IN SERVICE DURING CONSTRUCTION UNLESS OTHERWISE NOTED.
6. EXISTING ITEMS THAT ARE REMOVED AND REPLACED, OR ARE OTHERWISE AFFECTED BY CONSTRUCTION, WILL BE RESTORED TO THEIR ORIGINAL CONDITION PRIOR TO CONSTRUCTION. THIS COST SHALL BE INCLUDED IN OTHER ITEMS OF WORK. THIS INCLUDES STREET SIGNS.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL COMPLETE A PRE-CONSTRUCTION SURVEY OF THE SITE ESPECIALLY OF RESIDENTIAL DRIVEWAYS AND LANDSCAPING THAT REMAINS. TWO COPIES OF THE PHOTOGRAPHS OR VIDEO WILL BE FURNISHED TO THE OWNER. ALL EXISTING FACILITIES SHALL BE RETURNED TO LIKE OR BETTER THAN PRE-CONSTRUCTION CONDITION. THE CONTRACTOR SHALL AT HIS OWN EXPENSE, REPAIR OR REPLACE ANY DAMAGED PORTIONS OF THE STREETS CAUSED BY EXCAVATION ACTIVITIES AND/OR HAULING ACTIVITIES.
8. LINEAL FOOT MEASUREMENTS SHOWN ON THE PLANS ARE HORIZONTAL MEASUREMENTS UNLESS OTHERWISE NOTED.
9. ALL EXCAVATION SHALL BE UNCLASSIFIED. NO SEPARATE PAYMENTS WILL BE MADE FOR ROCK EXCAVATION.
10. SUBGRADE SOIL FOR ALL CONCRETE STRUCTURES, REGARDLESS OF THE TYPE OR LOCATION, SHALL BE FIRM, DENSE AND THOROUGHLY COMPACTED TO 95% STANDARD PROCTOR DENSITY; SHALL BE FREE FROM MUCK AND MUD; AND SHALL BE SUFFICIENTLY STABLE TO SUPPORT STRUCTURES, WORKERS, AND EQUIPMENT.
11. THE CONTRACTOR SHALL HAVE ONE SIGNED COPY OF THE PLANS AND SPECIFICATIONS ON THE JOB SITE AT ALL TIMES.
12. THE CONTRACTOR SHALL MAINTAIN AT THE SITE THE REQUIRED DOCUMENTS FOR IMMEDIATE REVIEW (I.E. SITE SAFETY PLAN, DEMOLITION PERMITS, STREET CLOSURE PERMITS, HAZARDOUS WASTE WORKER CERTIFICATIONS, DEMOLITION PLANS, CONTRACT DOCUMENTS, SALVAGE VERIFICATION FORMS, ETC.) SEE CONTRACT SPECIFICATIONS FOR ADDITIONAL REQUIRED DOCUMENT LISTING. ALL DOCUMENTS SHALL BE KEPT IN AN ORDERLY MANNER FOR EASE OF REVIEW.
13. ALL WASTE MATERIAL RESULTING FROM THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED IN ACCORDANCE WITH CITY OF LIBERTY, MO ORDINANCES. THIS COST SHALL BE INCLUDED IN OTHER ITEMS OF WORK.
14. AN EXCAVATION PERMIT AND TRAFFIC CONTROL PERMIT WILL BE REQUIRED FOR THIS WORK. CONTACT THE CITY ENGINEER PRIOR TO COMMENCING CONSTRUCTION WITHIN THE PUBLIC RIGHT OF WAY. A RIGHT OF WAY AND LAND DISTURBANCE PERMIT WILL BE NEEDED. THIS COST SHALL BE INCLUDED IN OTHER ITEMS OF WORK.
15. ALL ITEMS OF WORK NOT SPECIFICALLY LISTED IN THE BID FORM IN THE PROJECT MANUAL SHALL BE CONSIDERED SUBSIDIARY TO THE BID ITEMS LISTED AND NO SEPARATE PAYMENT WILL BE MADE.
16. PRIOR TO ORDERING PRECAST STRUCTURES, SHOP DRAWINGS SHALL BE SUBMITTED TO THE DESIGN ENGINEER FOR APPROVAL.
17. NO SUBSURFACE INFORMATION OR DETERMINATION OF THE LOCATION OF EXISTING ROCK HAS BEEN MADE.
18. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING ALL PUBLIC ROADWAYS ADJACENT TO THE CONSTRUCTION SITE FREE OF DIRT AND DEBRIS RESULTING FROM THIS CONSTRUCTION PROJECT ACTIVITY. INSPECTIONS AND CLEANUP TO OCCUR ON A DAILY BASIS.
19. UNCLASSIFIED EXCAVATION QUANTITIES TO INCLUDE REMOVAL OF EXISTING PAVEMENT SECTION WHICH INCLUDES, BUT IS NOT LIMITED TO PAVEMENT, CURB, GUTTER AND SUBGRADE.
20. GEOTECHNICAL DATA NOT AVAILABLE FOR THIS PROJECT.
21. ENCROACHMENTS SUCH AS TELEPHONE, FIBER, AND POWER LINES SHALL BE MOVED BY THE OWNER OF SUCH UTILITY.
22. ALL STORM SEWER, CURB INLET AND END SECTION EXCAVATION, INCLUDING ROCK EXCAVATION AND BACKFILL SHALL BE INCLUDED IN THE UNIT PRICE PER LINEAL FOOT OF STORM SEWER AS SHOWN ON THE SUMMARY OF QUANTITIES.
23. WATER FOR COMPACTION OF EARTHWORK SHALL BE CONSIDERED AS SUBSIDIARY TO OTHER GRADING ITEMS.
24. PROJECT CONSISTS OF SUPPLYING ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCTION INCLUDING, BUT NOT LIMITED TO SURVEYING, EXCAVATION, DRAINAGE IMPROVEMENTS, EARTHWORK, BRIDGE STRUCTURE, CONCRETE WORKS, REMOVALS, AND SEEDING.
25. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS AND FEES.
26. WRITTEN DIMENSIONS SHALL PREVAIL OVER SCALED DIMENSIONS.
27. BY THE USE OF THESE PLANS THE CONTRACTOR AGREES THAT HE SHALL BE SOLELY RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION WORKERS AND OF THE PUBLIC.
28. THE CONTRACTOR SHALL SAW CUT ALL CONCRETE, ASPHALT, CURBS AND SIDEWALKS AT THE PROJECT BOUNDARY LINES (OR AS INDICATED ON THE PLANS) PRIOR TO ANY REMOVAL OF DEBRIS.
29. TREES TO BE SAVED DURING THIS CONSTRUCTION ARE MARKED ON THE PLANS BY AN "S". TREES MARKED WITH AN "X" ARE TO BE REMOVED AND SHALL NOT BE REPLACED UNLESS OTHERWISE INDICATED.
30. ACTUAL PROPOSED PIPE LENGTHS MAY VARY SLIGHTLY FROM THOSE INDICATED ON THE PLANS DUE TO THE ANGLE OF ENTRANCE INTO THE STRUCTURE WALL OR ITS SLOPE. PAYMENT WILL BE BASED ON ACTUAL AS-BUILT MEASUREMENTS.
31. ALL EXISTING UTILITIES INDICATED ON THE DRAWINGS ARE ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER; HOWEVER, ALL UTILITIES ACTUALLY EXISTING MAY NOT BE SHOWN. UTILITIES DAMAGED THROUGH THE NEGLIGENCE OF THE CONTRACTOR TO OBTAIN THE LOCATION OF SAME SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

32. ALL BACKFILL SHALL BE TAMPED AND AT THE OPTION OF THE ENGINEER TESTED BY A CERTIFIED LABORATORY. WHERE FOOTINGS WILL BEAR ON COMPACTED FILL MATERIAL, THE PLACEMENT AND TESTING OF COMPACTED FILL SHALL COMPLY WITH THE APPROPRIATE COMPACTED FILL SECTION OF THE SOILS & FOUNDATION CHAPTER OF THE INTERNATIONAL BUILDING CODE VERSION MOST RECENTLY ADOPTED BY THE CITY OF LIBERTY.
33. CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON SATURDAYS, SUNDAYS OR HOLIDAY WITHOUT PRIOR APPROVAL BY THE CITY ENGINEER.
34. ALL MATERIALS AND WORKMANSHIP ASSOCIATED WITH THIS PROJECT SHALL BE SUBJECT TO INSPECTION BY THE CITY OF LIBERTY. THE CITY OF LIBERTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO THE CITY OF LIBERTY STANDARDS AND TECHNICAL SPECIFICATIONS.
35. THE CONTRACTOR SHALL NOTIFY THE CITY OF LIBERTY ENGINEERING SERVICES DEPARTMENT TWENTY-FOUR (24) HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
36. RELOCATION OF ANY WATER LINE, SEWER LINE OR SERVICE LINE THEREOF REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT HIS EXPENSE.

SURFACE RESTORATION NOTES

37. ALL PAVEMENT SURFACES REMOVED BY THIS CONSTRUCTION SHALL BE REPLACED IN KIND IN ACCORDANCE WITH THE DETAILS INCLUDED IN THESE PLANS.
38. ALL AREAS DISTURBED BY THE CONTRACTOR SHALL BE SEEDED UNLESS OTHERWISE NOTED ON THE PLANS, PAYMENT FOR RESTORATION OF AREAS OUTSIDE OF THE CONSTRUCTION LIMITS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
39. ALL PAVEMENT AREAS CUT BY THE LINE OF TRENCH OR EXCAVATION OR DAMAGED DURING THE WORK SHALL BE REPLACED TO CONFORM TO THE LINES AND GRADES OF THE ORIGINAL PAVEMENT AND SHALL BE OF EQUAL QUALITY, THICKNESS AND APPEARANCE TO THAT REMOVED. PAVING AND CURB REPLACEMENT SHALL CONFORM TO THE REQUIREMENTS OF APWA SECTION 2200 AS MODIFIED BY THE CITY OF LIBERTY, MO. AND PLAN DETAILS.
40. EXISTING TOPSOIL WITHIN THE LIMITS OF GRADING SHALL BE STRIPPED TO AN AVERAGE DEPTH OF 5 INCHES AND STOCKPILED SEPARATE FROM SUB-GRADE MATERIAL. STOCKPILE LOCATION SHALL BE SUBMITTED TO OWNER PRIOR TO CONSTRUCTION FOR APPROVAL BY CITY.
41. THE CONTRACTOR SHALL GRADE AND OTHERWISE RESTORE ALL DISTURBED AREAS TO A CONDITION READY FOR SEEDING. TOPSOIL IS TO BE PLACED OVER ALL DISTURBED AREAS. PLACE TOPSOIL TO BRING PROPOSED GRADES BACK TO EXISTING CONDITION.
42. ALL AREAS SHALL BE BROUGHT TO FINAL PLAN CONDITION (PAVED OR SEEDED) AS SOON AS POSSIBLE TO MAINTAIN FINISH GRADE CONDITIONS AND PREVENT SOIL LOSS. ALL AREAS DISTURBED DURING CONSTRUCTION AND NOT DESIGNATED FOR PLANTINGS SHALL BE SEEDED IN ACCORDANCE WITH THE SPECIFICATIONS.
43. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM WITHIN 10' OF THE GRADING LIMITS PRIOR TO GRADING OPERATIONS. THESE REMOVALS SHALL BE INCIDENTAL TO THE BID ITEM "CLEARING AND GRUBBING".

SEDIMENT AND EROSION CONTROL NOTES

44. EROSION CONTROL IS THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR TO SUBMIT EROSION AND SEDIMENT CONTROL PLANS TO CITY OF LIBERTY PRIOR TO COMMENCING WORK.
45. DISTURBED AREAS WITHIN 200 FEET OF WATER BODIES SHALL HAVE TEMPORARY SEEDING.
46. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES THROUGHOUT THE PROJECT. ANY AND ALL FINES ASSOCIATED WITH EROSION CONTROL VIOLATIONS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
47. THE CONTRACTOR'S SEDIMENT AND EROSION CONTROL MEASURES SHALL CONFORM TO THE CITY OF LIBERTY, MO EROSION AND SEDIMENT CONTROL SPECIFICATIONS (APWA SECTION 2100 AS MODIFIED BY THE CITY OF LIBERTY). THE CONTRACTOR SHALL KEEP A COPY OF THESE SPECIFICATIONS ON SITE AT ALL TIMES.
48. ALL AREAS UPON REACHING FINAL GRADE SHOULD BE BROUGHT TO FINAL PLAN CONDITIONS AS SOON AS POSSIBLE.
49. THE CONTRACTOR SHALL KEEP THE PAVED AREAS WITHIN 100 FEET ± OF PROJECT FREE OF MUD AND DEBRIS.
50. REFER TO CITY OF LIBERTY EROSION AND SEDIMENT CONTROL MANUAL DRAWINGS D83-9A FOR SILT FENCE AND D83-13 FOR INLET PROTECTION.
51. ADDITIONAL SITE-SPECIFIC MEASURES MAY BE DEEMED NECESSARY BY THE OWNER'S REPRESENTATIVE AND SHALL BE INSTALLED AT THE CONTRACTOR'S EXPENSE.
52. AREA DISTURBED APPROXIMATELY 0.15 AC.
53. ALL COMPACTIONS SHALL BE PERFORMED AS SET FORTH IN THE TECHNICAL SPECIFICATIONS. ALL TESTING LABORATORY EXPENSES SHALL BE PAID FOR BY THE CONTRACTOR.
54. EROSION PROTECTION SHALL BE IN PLACE PRIOR TO AREAS BEING DISTURBED. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED, AND MULCHED, IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF LIBERTY AND GOOD ENGINEERING PRACTICES. THIS SHALL BE COMPLETED WITHIN FOURTEEN (14) DAYS AFTER COMPLETING THE WORK, IN ANY AREA. IF THIS IS OUTSIDE OF THE SEEDING PERIOD, SILT BARRIERS OR OTHER SIMILARLY EFFECTIVE MEASURES SHALL REMAIN UNTIL SUCH TIME THAT THE AREAS CAN BE SEEDED AND A STAND OF GRASS ESTABLISHED.
55. ALL EROSION CONTROL MEASURES, TEMPORARY OR PERMANENT, REQUIRE MAINTENANCE TO PRESERVE THEIR EFFECTIVENESS. ALL EROSION CONTROL DEVICES SHALL BE INSPECTED IMMEDIATELY AFTER EACH HEAVY RAINSTORM AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHOULD BE MADE IMMEDIATELY. ALL COSTS ASSOCIATED WITH THE REPAIR WORK INCLUDING RELATED INCIDENTALS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
56. SITE INSPECTION REPORTS SHALL BE COMPLETED PER THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOLLOWING REGULARLY SCHEDULED SITE INSPECTIONS BY THE DEVELOPER (OR REPRESENTATIVE) AT LEAST ONCE PER SEVEN CALENDAR DAYS. A LOG OF EACH INSPECTION AND A COPY OF THE INSPECTION REPORT SHALL BE KEPT ON FILE BY THE DEVELOPER AND BE MADE AVAILABLE TO THE CITY PROJECT INSPECTORS UPON REQUEST.
57. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES UPON COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN PERMANENTLY STABILIZED.
58. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM THE SITE IF THE SILT IS NOT REUSABLE ON SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DRAINAGE SWALES AT

COMPLETION OF CONSTRUCTION.

59. THE CONTRACTOR SHALL ENSURE THAT ALL DRAINAGE STRUCTURES, FLUMES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
60. THE CONTRACTOR SHALL PROVIDE INGRESS/EGRESS TRACKING PAD FOR VEHICULAR TRAFFIC AT A LOCATION APPROVED BY THE OWNER'S REPRESENTATIVE.
61. SEE CONSTRUCTION PLANS FOR SEEDING OR SODDING OF ALL DISTURBED AREAS.
62. THE CONTRACTOR'S CONSTRUCTION SEQUENCE SCHEDULE SHALL CONFORM TO APWA DIVISION 5100- EROSION AND SEDIMENT CONTROL UNDER SECTION 5106.
63. THE CONTRACTOR SHALL BE RESPONSIBLE TO CREATE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH THE MISSOURI LAND DISTURBANCE GENERAL PERMIT (RA000000). THE EPA SWPPP TEMPLATE CAN BE USED AND IS FOUND AT www.epa.gov/npdes/construction-general-permit-resources-tools-and-templates.

UTILITY NOTES

64. UTILITIES ARE SHOWN ON THESE PLANS ALL UTILITIES SHALL BE FIELD LOCATED AND VERIFIED AT THE TIME OF CONSTRUCTION, FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES, CALL 1-800-344-7483 OR USE INTERNET TICKETING (http://www.mo1call.com/itlc/index_gen.php)
65. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION.
66. THE NAME AND TELEPHONE NUMBER OF UTILITY COMPANIES, EVEN IF REMOTELY INVOLVED WITH THIS PROJECT ARE AS SHOWN, THIS LIST MAY NOT BE COMPLETE AND REPRESENTS THE BEST DATA AVAILABLE.

TREE PROTECTION NOTES

67. DURING OPERATIONS IN THE VICINITY OF TREES THAT ARE TO BE SAVED, ANY TREE ROOTS ENCOUNTERED SHALL BE KEPT INTACT AS MUCH AS POSSIBLE. UPON EXPOSING TREE ROOTS OF TREES TO BE SAVED, THE ROOTS SHALL BE CAREFULLY PRUNED, KEPT MOIST AND PROTECTED FROM DRYING OUT. THE ROOTS SHALL BE KEPT INTACT AS MUCH AS POSSIBLE, AND TORN ENDS SHALL BE SHEARED WITH SHARP TOOLS. WHERE ROOTS CANNOT BE KEPT MOIST BY OTHER MEANS, ORGANIC SPRAY MOISTURE PROTECTIVE COATINGS SHALL BE USED.
68. CONTRACTOR SHALL INSTALL AND MAINTAIN TREE PROTECTION FENCE FOR VULNERABLE TREES EXTENDING 1' BEYOND DRIPLINE OF TREE CANOPY THROUGHOUT CONSTRUCTION OPERATIONS.

CONSTRUCTION TRAFFIC CONTROL NOTES

69. CONTRACTOR TO SUBMIT CONSTRUCTION TRAFFIC CONTROL PLANS TO CITY OF LIBERTY PRIOR TO START OF CONSTRUCTION. ALL TRAFFIC CONTROL SHALL BE COMPLIANT WITH THE LATEST REVISION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
70. THROUGHOUT CONSTRUCTION THE CONTRACTOR SHALL PROVIDE ADVANCE NOTIFICATION TO ALL EMERGENCY SERVICES (POLICE, FIRE, AMBULANCE) REGARDING PROPOSED CONSTRUCTION ACTIVITIES THAT AFFECT TRAFFIC FLOW IN THE AREA. A MINIMUM OF 48 HOURS NOTIFICATION SHALL BE GIVEN.
71. THE CONTRACTOR SHALL MAINTAIN ALL CONSTRUCTION TRAFFIC CONTROL DURING THE CONSTRUCTION CONTRACT, WHETHER OR NOT CONSTRUCTION WORK IS BEING ACTIVELY PERFORMED. ANY DEFICIENCIES NOTED SHALL BE CORRECTED IMMEDIATELY.

UTILITY CONTACTS			
UTILITY	CONTACT NAME	PHONE NUMBER	EMAIL
AT&T	MARK MANION	(816) 772-0267	MM256@ATT.COM
CITY OF LIBERTY UTILITIES	ANDY NOLL	(816) 439-4510	ANDYNOLL@LIBERTYMO.GOV
EVERGY	BRENT GERLING	(816) 652-1654	BRENT.GERLING@EVERGY.COM
SPIRE	CHRIS COLLINS	(816) 969-2234	CHRIS.COLLINS@SPIREENERGY.COM

REVISION DESCRIPTION

DATE

NO. REV.

1

2

3

4

5

30% SUBMITTAL

60% SUBMITTAL

100% SUBMITTAL

100% BID SUBMITTAL

100% ISSUED FOR CONSTRUCTION

STATE OF MISSOURI

VALERIE S. MCCAW

PROFESSIONAL ENGINEER

NUMBER PE-2003000001A

5/15/2025

LIBERTY SIDEWALK IMPROVEMENTS



VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151
TEL: 816.702.8888
CERTIFICATE OF AUTHORITY:
E-2005002189-D

GENERAL NOTES

100% ISSUED FOR CONSTRUCTION

DESIGNED BY:

MRC

CHECKED BY:

VSM

DATE:

5/15/2025

SHEET:

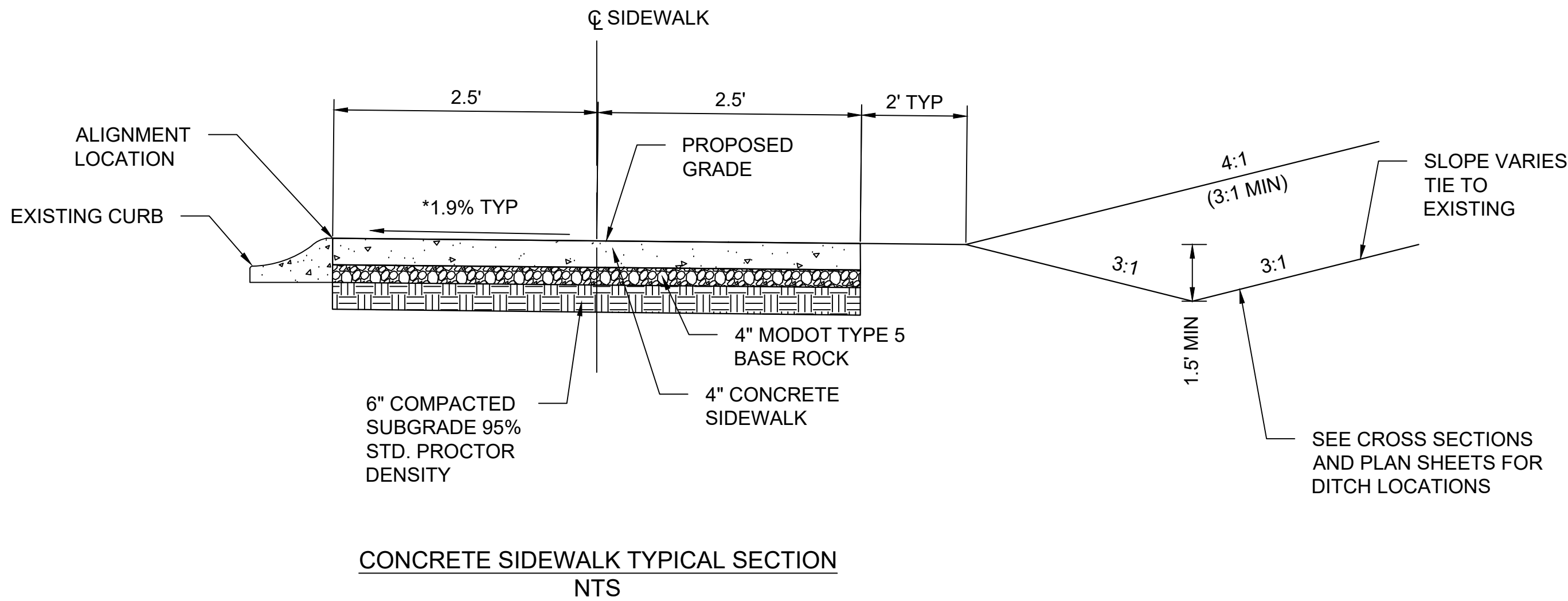
2 OF 19

5/14/2025 3:04:50 PM

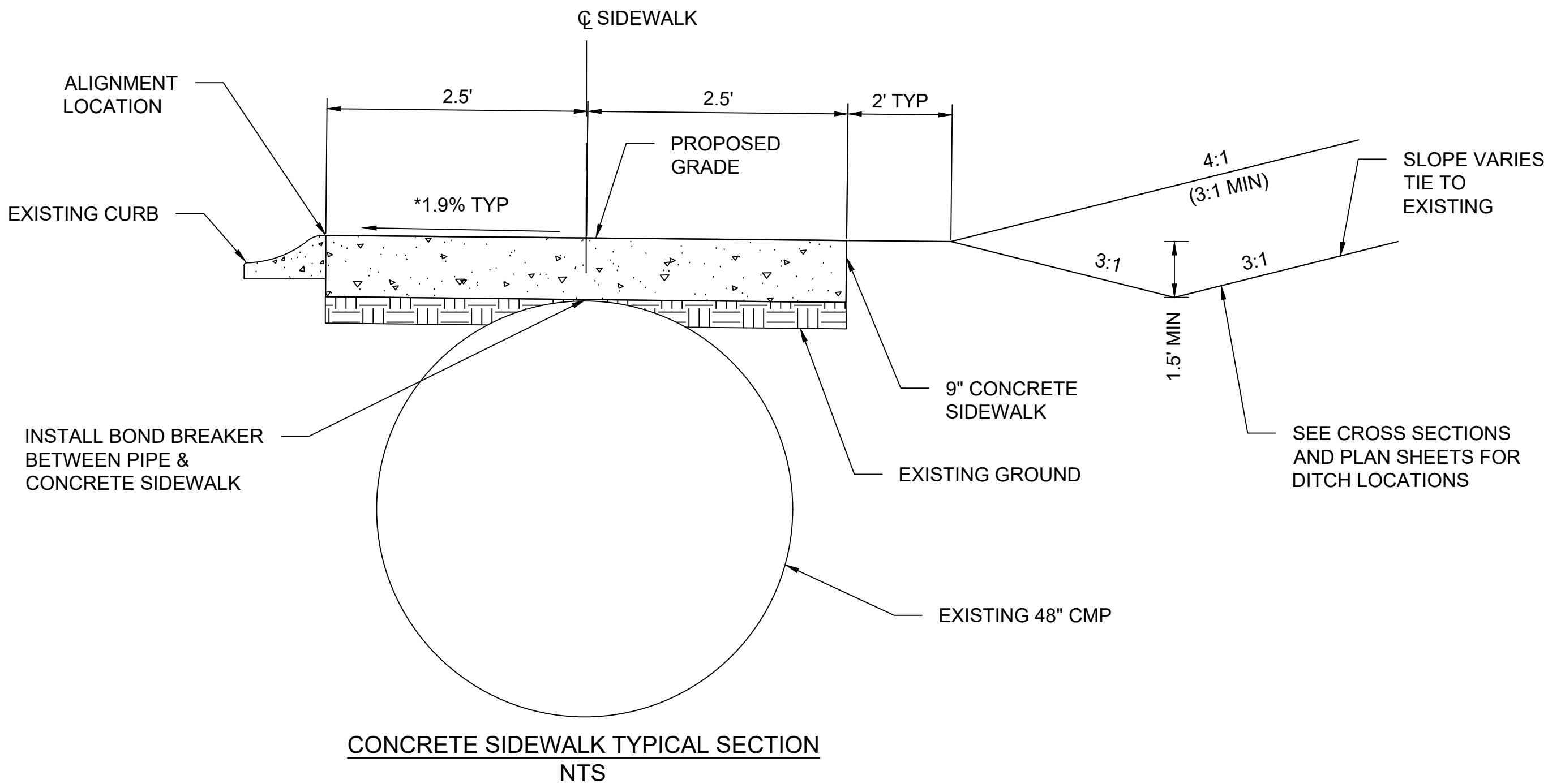
MATTHEW.COMBS

Page 425 of 536

L:\Projects\2025\KC250523__KC\CAD\Drawings\DESIGN\Typical Section - Mississippi.dwg



MISSISSIPPI STREET - STA 10+60 to 15+86



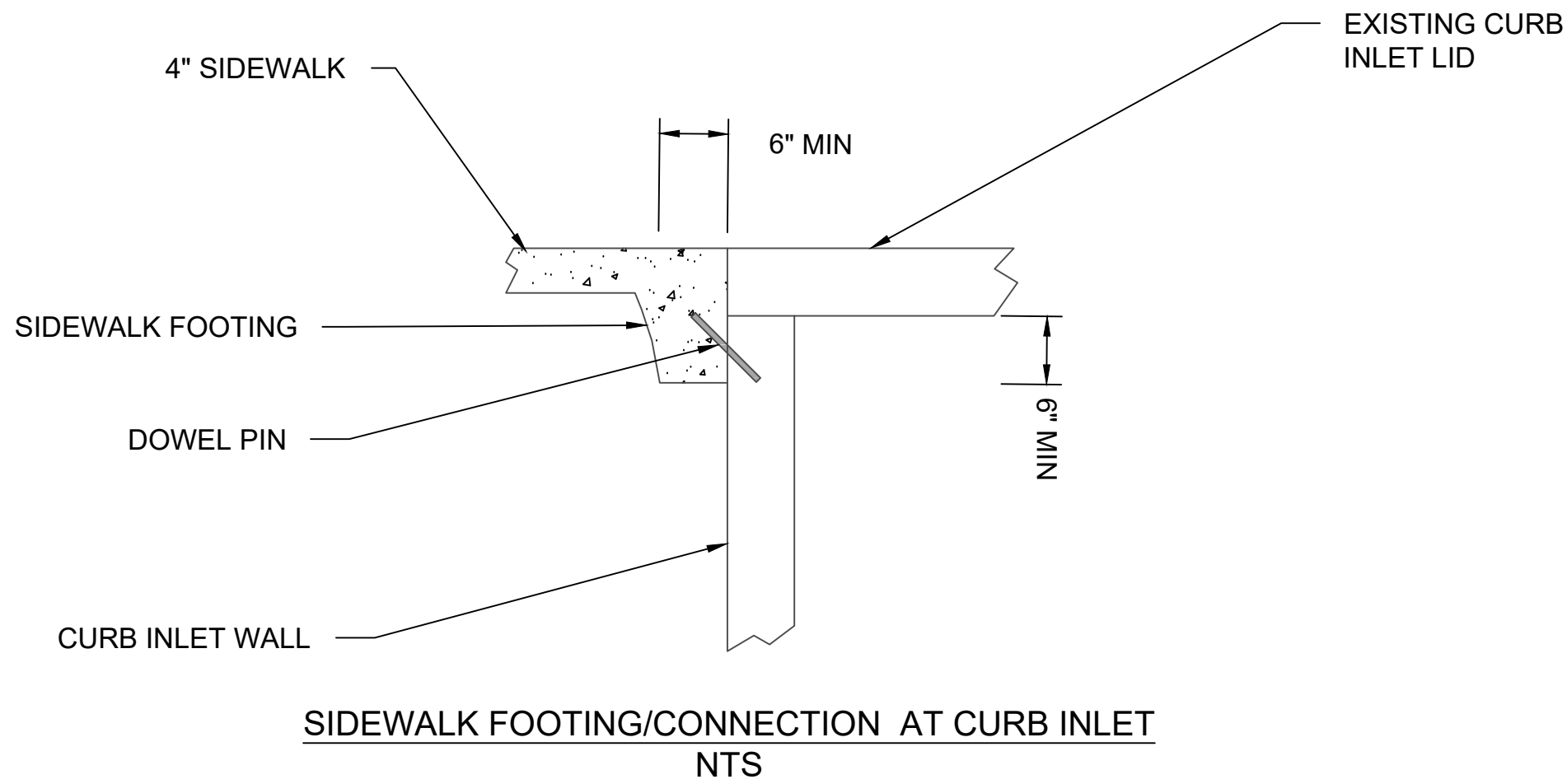
SIDEWALK DIRECTLY ON TOP OF EXISTING 48" CMP FROM STA 10+00 to 10+60 (+/-)

NOTES:

1. CONCRETE: CONTRACTOR SHALL PLACE AT A MINIMUM OF 4" OF CONCRETE, UNLESS NOTED OTHERWISE. CONCRETE SHALL CONFORM TO CURRENT CITY OF LIBERTY SPECIFICATIONS SECTION 2000, 2100, & 2200.
2. PLACEMENT: ON AB3 GRAVEL BASE OVER SUB-GRADE, EACH COMPACTED TO 95% MAXIMUM DENSITY AT OPTIMUM MOISTURE. CONSTRUCTION MANAGER TO INSPECT FORMS PRIOR TO PLACING CONCRETE.
3. JOINTS SHALL BE FORMED AT RIGHT ANGLES TO THE ALIGNMENT OF THE SIDEWALK AND TO THE DEPTHS INDICATED BELOW.
4. EXPANSION JOINTS: SHALL BE $\frac{1}{2}$ INCH FORMED WITH PRE-FORMED EXPANSION JOINT FILLER OF THE NON-EXTRUDING AND RESILIENT TYPES WHICH SHALL INCLUDE THE FOLLOWING; CORK, SELF-EXPANDING CORK, SPONGE RUBBER, CORK RUBBER, AND BITUMINOUS FIBER. THESE MATERIALS SHALL MEET THE REQUIREMENTS OF ASTM D994, D1751 AND D1752. SIDEWALK JOINTS SHALL BE "PICTURE FRAMED" IN ACCORDANCE WITH THE CITY OF LIBERTY STANDARD DETAILS D22-1 THRU D22-5. EXPANSION JOINTS SHALL BE PLACED WHERE SIDEWALK ABUTS OTHER STRUCTURES AND SHALL NOT BE SPACED MORE THAN 50 FT APART ON STRAIGHT RUNS FOR HAND LAID SIDEWALK AND NOT MORE THAN 100 FT APART ON STRAIGHT RUNS FOR MACHINE LAID SIDEWALKS.
5. CONTRACTION JOINTS: SHALL CONSIST OF PLANES OF WEAKNESS CREATED BY FORMING OR CUTTING GROOVES IN THE SURFACE OF THE CONCRETE. FORMED GROOVES SHALL BE MADE BY DEPRESSING AN APPROVED TOOL OR DEVISE INTO THE PLASTIC CONCRETE. SAWED JOINTS SHALL BE CONSTRUCTED BY SAWING THROUGH THE SURFACE OF THE CONCRETE WITH AN APPROVED CONCRETE SAW. SAWING OF THE JOINTS SHALL BEGIN AS SOON AS THE CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT EXCESSIVE RAVELING.
6. FINISHING: THE SIDEWALK SHALL BE MARKED OFF INTO SQUARE STONES (WITH 4" WIDE PICTURE FRAMING) BY CONTRACTION JOINTS. CONTRACTION JOINTS SHALL BE ONE-EIGHTH ($\frac{1}{8}$) INCH WIDE BY ONE (1) INCH DEEP AND SHALL BE FORMED BY TOOLING. METAL FLOAT THEN LIGHT BROOM. SIDEWALKS SHALL BE "PICTURE FRAMED" AS DEPICTED IN THE CITY OF LIBERTY STANDARD DETAILS D22-1 THRU D22-5.
7. CURING: ONE COAT OF WHITE PIGMENTED LIQUID MEMBRANE FORMING COMPOUND TYPE 2 IN ACCORDANCE WITH ASTM C-309, APPLIED @ 250-275 SQ. FT/GALLON, OR APPROVED EQUAL.
8. SIDEWALK CROSS SLOPE CONSTRUCTED STEEPER THAN 1.9% IS NOT COMPLIANT TO ADA GUIDELINES AND MUST BE CORRECTED BY THE CONTRACTOR.

FOR SIDEWALK CONNECTION AT EXISTING INLETS:

9. DOWEL PINS SHALL BE #4 BARS, 7" LONG, INSERTED A MINIMUM OF 3" AND A MAXIMUM OF 4" INTO CURB INLET WALL.
10. EXPANSION JOINTS SHALL BE PLACED AROUND THE LID WHERE THE SIDEWALK ABUTS AND SHALL ISOLATE THE SIDEWALK FROM THE FULL DEPTH OF THE LID. THESE SHALL NOT BE COUNTED TOWARDS THE EXPANSION REQUIRED.
11. DOWEL PINS SHALL BE PLACED ON 18" CENTERS WITH A MINIMUM OF ONE PER EVERY SIDE AFFECTED. USE HILTI HIT-HY 200-R V3 ADHESIVE ANCHOR (OR APPROVED EQUAL) TO ANCHOR DOWEL PINS TO THE EXISTING STRUCTURE.
12. SIDEWALK FOOTING SHALL BE USED WHENEVER ANY PORTION OF THE CURB INLET IS UTILIZED FOR SIDEWALK AND TOP OF CURB INLET AND SIDEWALK SHALL BE FLUSH.
13. COST OF SIDEWALK FOOTING IS SUBSIDIARY TO THE SIDEWALK BID.
14. IF NEW CURB INLET LID IS USED IT MUST MEET ADA CROSS SLOPE REQUIREMENTS AND BE DOWELED INTO THE EXISTING INLET WALLS.
15. DOWEL OF NEW INLET TOP IS SUBSIDIARY TO NEW INLET TOP BID.



5/15/2025

LIBERTY SIDEWALK
IMPROVEMENTS



VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151
TEL: 816.702.8888
CERTIFICATE OF AUTHORITY:
E-2005002189-D

TYPICAL SECTION

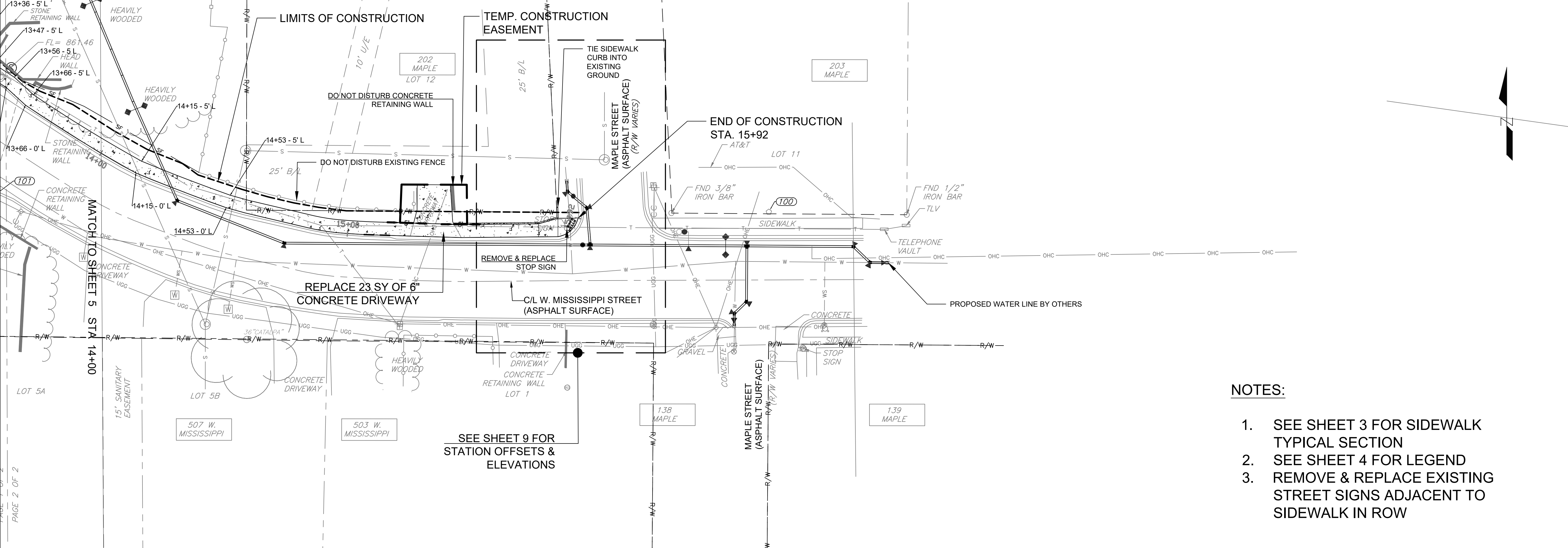
100% ISSUED FOR CONSTRUCTION

DESIGNED BY: MRC

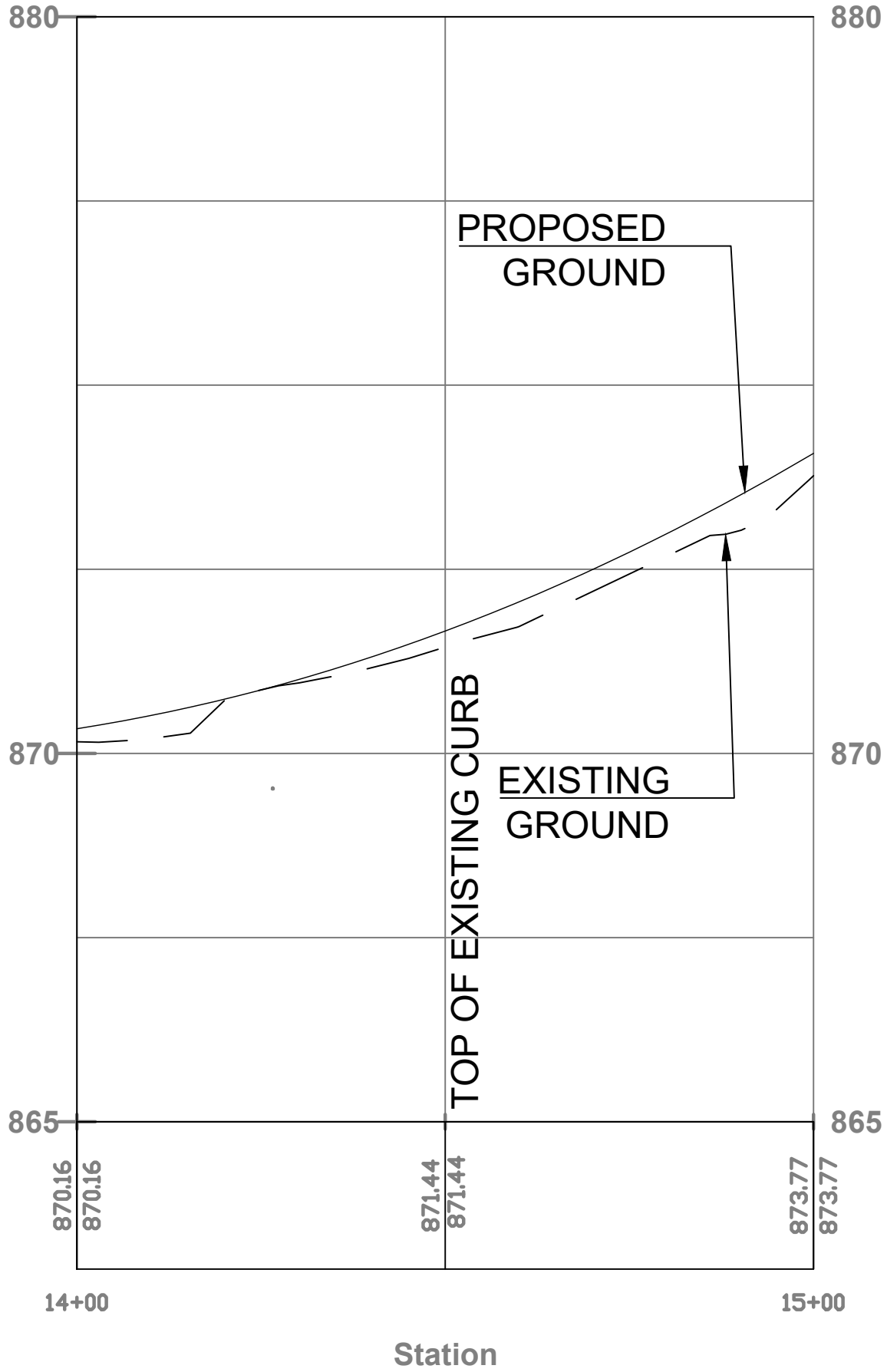
CHECKED BY: VSM

DATE: 5/15/2025

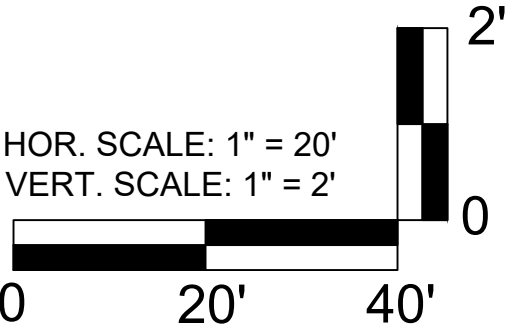
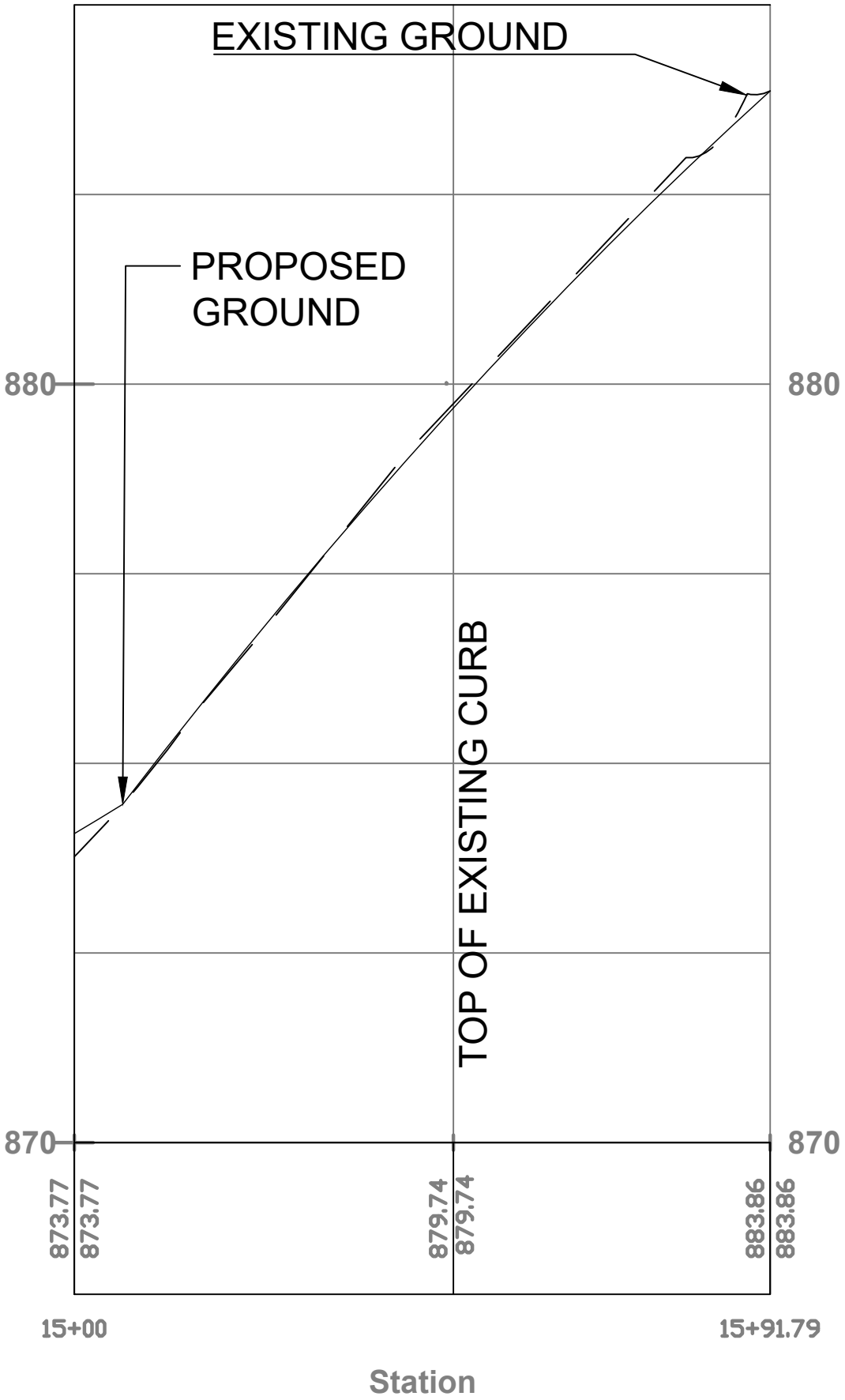
SHEET: 3 OF 19



N Side Mississippi PROFILE



N Side Mississippi PROFILE



REVISION DESCRIPTION	
NO. REV.	DATE
1	10/20/22
2	1/19/24
3	9/20/24
4	12/20/24
5	5/15/25

5/15/2025

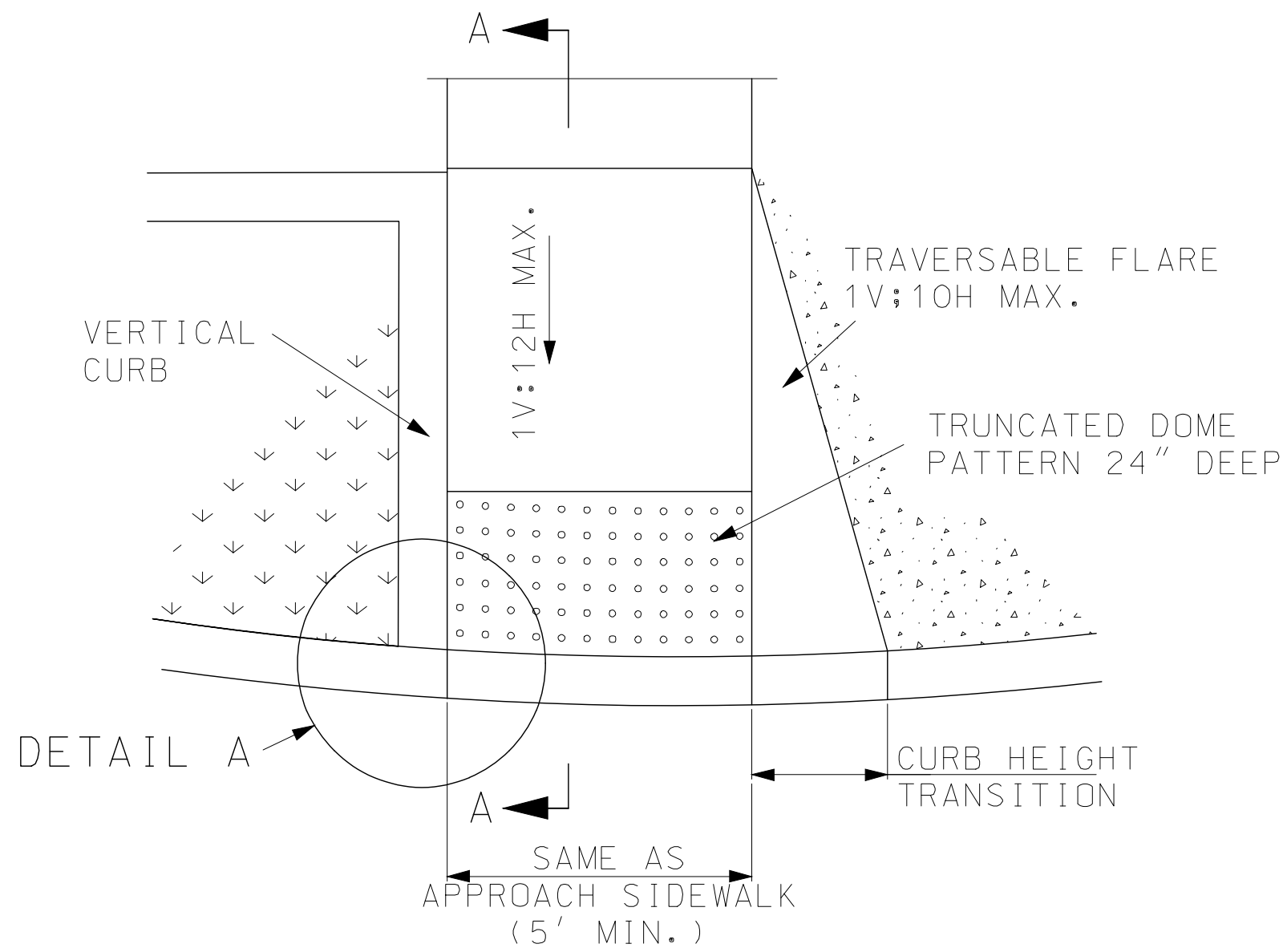
LIBERTY SIDEWALK IMPROVEMENTS

VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151
TEL: 816.702.8888
CERTIFICATE OF AUTHORITY:
E-2005002189-D

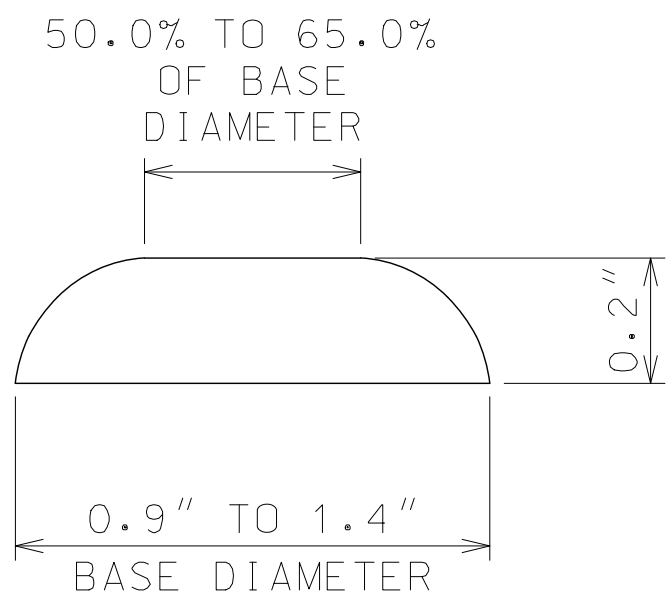
MISSISSIPPI P&P 2

100% ISSUED FOR CONSTRUCTION	
DESIGNED BY:	MRC
CHECKED BY:	VSM
DATE:	5/15/2025
SHEET:	6 OF 19

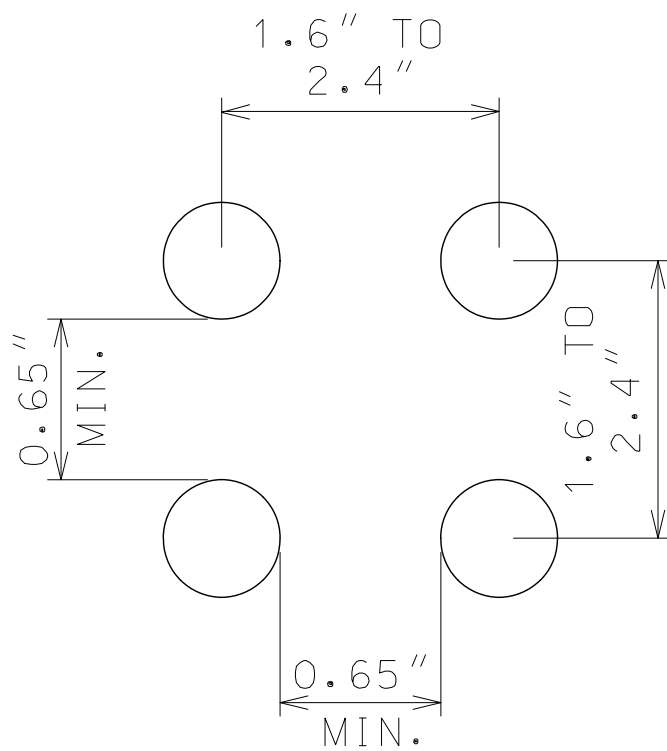
L:\Projects\2025\KC250523__KC\CAD\Drawings\DESIGN\ModOT Standard Drawings - Mississippi.dwg



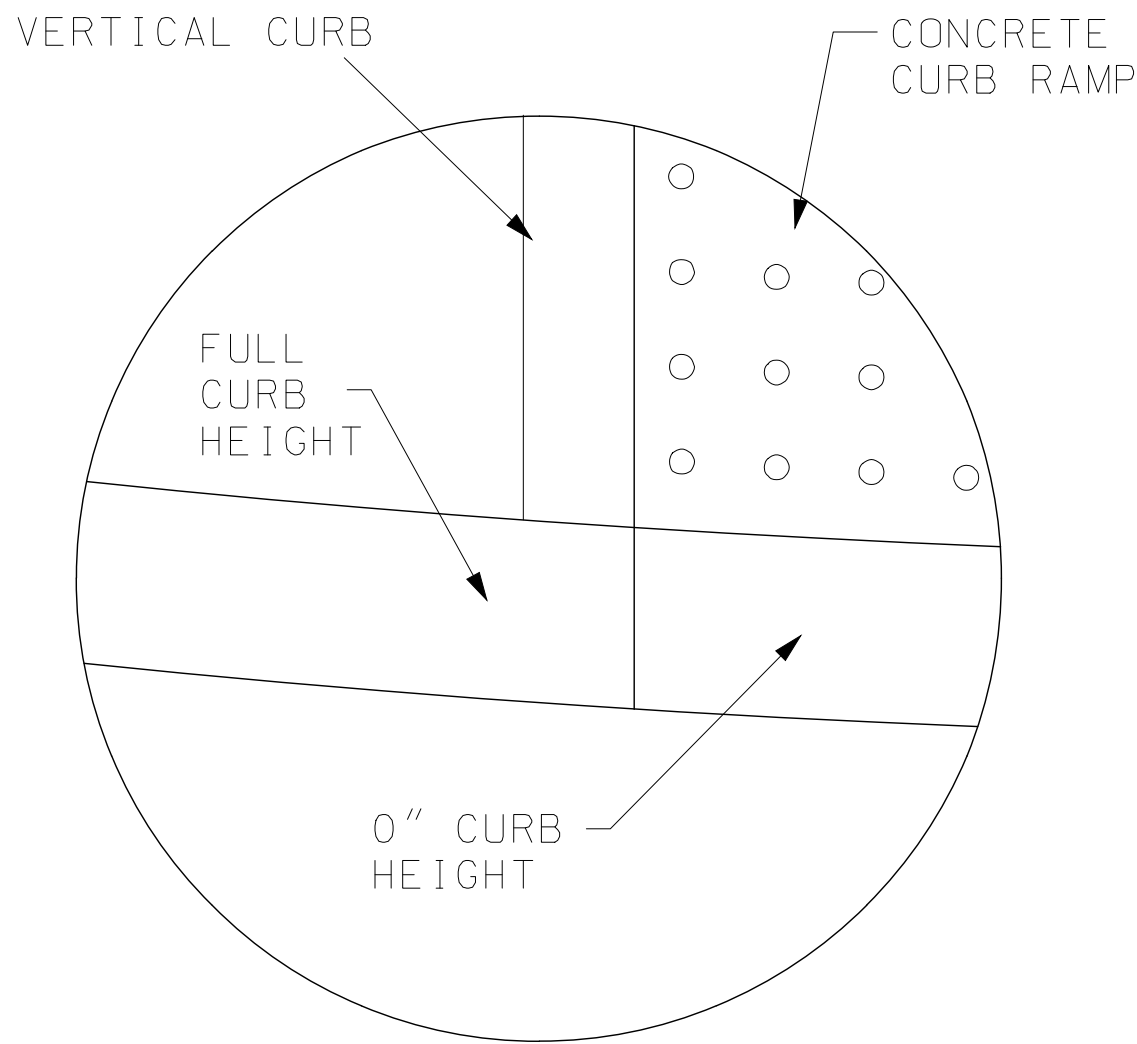
CURB RAMP DETAIL



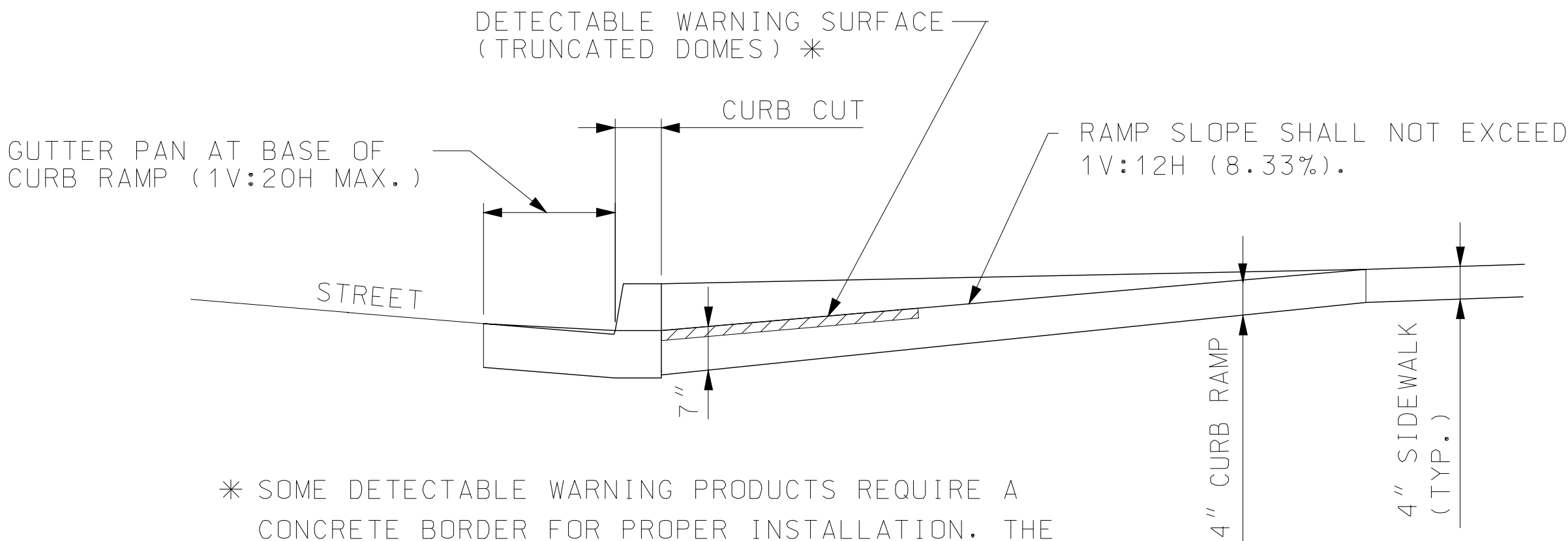
TRUNCATED DOMES
CROSS SECTION



TRUNCATED DOMES
SPACING



DETAIL A



* SOME DETECTABLE WARNING PRODUCTS REQUIRE A CONCRETE BORDER FOR PROPER INSTALLATION. THE CONCRETE BORDER SHALL NOT EXCEED 2" PER SIDE.

SECTION A-A

GENERAL NOTES:

ALL AREAS OF THE PEDESTRIAN ACCESS ROUTE MUST BE COMPLIANT WITH THE AMERICANS WITH DISABILITIES ACT - GUIDELINES FOR ACCESSIBLE PUBLIC RIGHTS OF WAY. EXCEPTIONS MUST BE APPROVED BY THE ENGINEER. ALL OTHER AREAS OF NON-COMPLIANCE SHALL BE REMOVED AND CORRECTED AT THE CONTRACTOR'S EXPENSE.

THE SURFACES OF PEDESTRIAN ACCESS ROUTES AND ELEMENTS, AND SPACES REQUIRED TO CONNECT TO PEDESTRIAN ACCESS ROUTES, SHALL BE FIRM, STABLE, SLIP RESISTANT, AND SHALL NOT POND WATER.

SIDEWALK, RAMP AND LANDING CROSS SLOPES SHALL BE 1.00% TO FACILITATE DRAINAGE (2.00% MAX.).

THE CROSS SLOPE OF THE CONTINUOUS PEDESTRIAN ACCESS ROUTE THROUGH ENTRANCES, ALLEYS, AND SIDE ROAD CONNECTIONS WITH STOP OR YIELD CONTROL SHALL BE 1.00% TO FACILITATE DRAINAGE (2.00% MAX.).

WHERE PEDESTRIAN ACCESS ROUTES ARE CONTAINED WITHIN PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL, THE CROSS SLOPE OF THE PEDESTRIAN ACCESS ROUTE SHALL BE 5.00% MAXIMUM.

WHERE PEDESTRIAN ACCESS ROUTES ARE CONTAINED WITHIN THE MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE OF THE PEDESTRIAN ACCESS ROUTE SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.

30" X 48" CLEAR SPACE SHALL BE PROVIDED CENTERED ON THE PEDESTRIAN PUSH BUTTON.

BEYOND THE BOTTOM GRADE BREAK OF A CURB RAMP, A CLEAR SPACE 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.

SIDE FLARES OF CURB RAMPS, IN THE PATH OF PEDESTRIAN TRAVEL (TRAVERSABLE), SHALL NOT EXCEED A SLOPE OF 1V:10H. SIDE FLARES OUTSIDE THE PEDESTRIAN PATH (NONTRAVERSABLE) MAY BE VERTICAL.

TRANSITIONS FROM SIDEWALK OR CURB RAMP TO GUTTER TO ROADWAY SHALL BE FLUSH.

DETECTABLE WARNING SURFACES (TRUNCATED DOMES) SHALL BE PREFORMED AND INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND IN CONFORMITY WITH CITY SPECIFICATIONS AND DESIGN CRITERIA. STAMPED CONCRETE WILL NOT BE ACCEPTED.

THE DETECTABLE WARNING SURFACE SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT. TRUNCATED DOMES SHALL SPAN THE FULL WIDTH OF THE RAMP OR LANDING 24" DEEP.

DETECTABLE WARNING SURFACES SHALL BE ALIGNED PERPENDICULAR OR RADIAL TO THE BREAK BETWEEN THE RAMP, LANDING OR BLENDED TRANSITION, AND THE STREET.

WHERE THE BOTTOM GRADE BREAK OF A CURB RAMP IS LESS THAN 5' FROM THE BACK OF CURB, DETECTABLE WARNINGS SHALL BE LOCATED ON THE RAMP SURFACE AT THE BACK OF CURB. WHERE THE GRADE BREAK IS GREATER THAN 5' FROM THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED ON THE LOWER LANDING.



MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MDOT (1-888-275-6636)

STATE OF MISSOURI
TRAVIS D. KOESTNER
NUMBER
PE-30042
PROFESSIONAL ENGINEER

THIS SHEET HAS BEEN
SIGNED, SEALED AND DATED
ELECTRONICALLY.

DATE EFFECTIVE: 01/01/2023
DATE PREPARED: 10/6/2022

608.50A

SHEET NO.
1 of 2

REVISION DESCRIPTION

DATE

NO. REV.

1 10/20/22

2 1/19/24

3 9/20/24

4 12/20/24

5 5/15/25

30% SUBMITTAL

60% SUBMITTAL

100% SUBMITTAL

100% BID SUBMITTAL

100% ISSUED FOR CONSTRUCTION



5/15/2025

LIBERTY SIDEWALK
IMPROVEMENTS



VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151
TEL: 816.702.8888
CERTIFICATE OF AUTHORITY:
E-2005002189-D

CURB RAMPS 1

100% ISSUED FOR CONSTRUCTION

DESIGNED BY: MRC

CHECKED BY: VSM

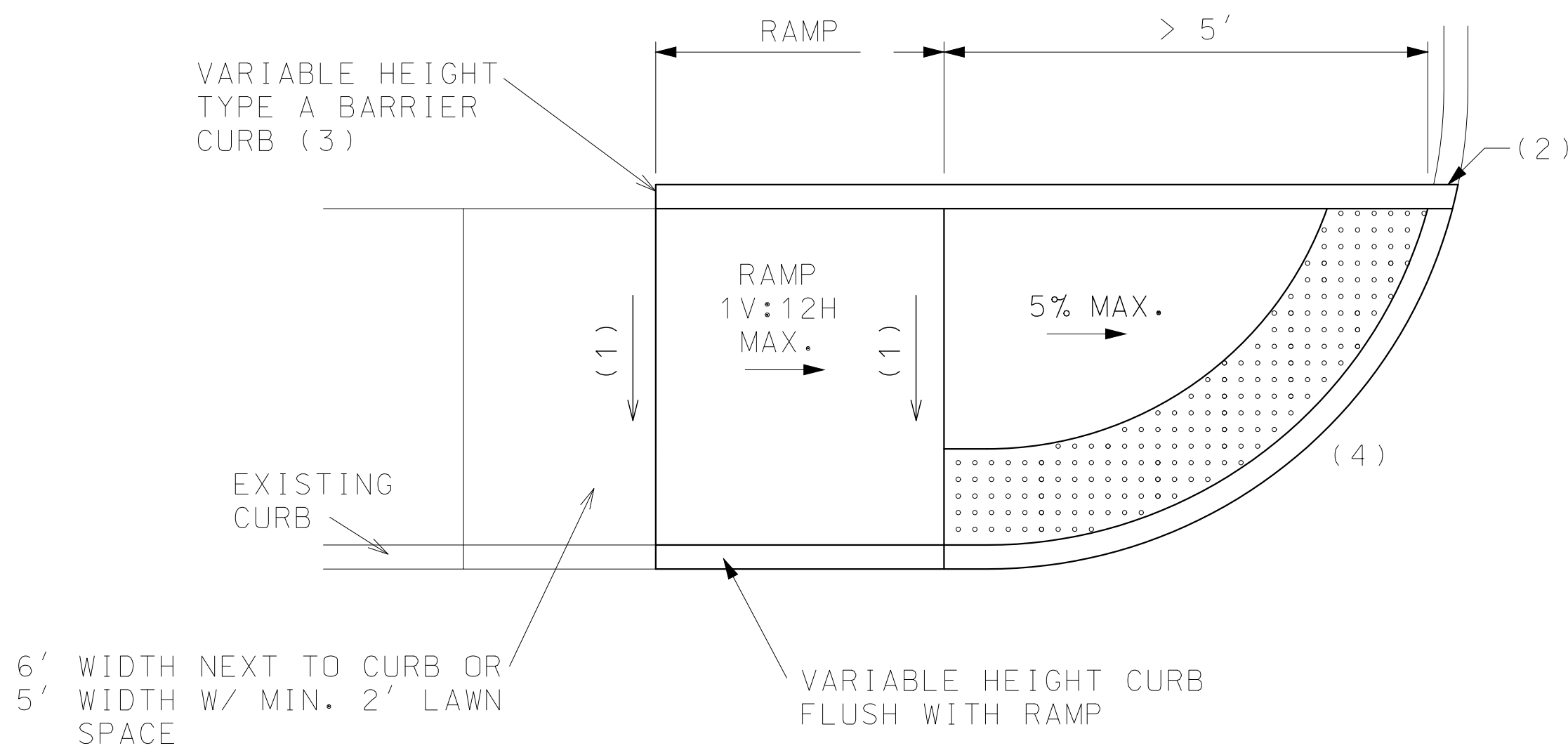
DATE: 5/15/2025

SHEET: 7 OF 19

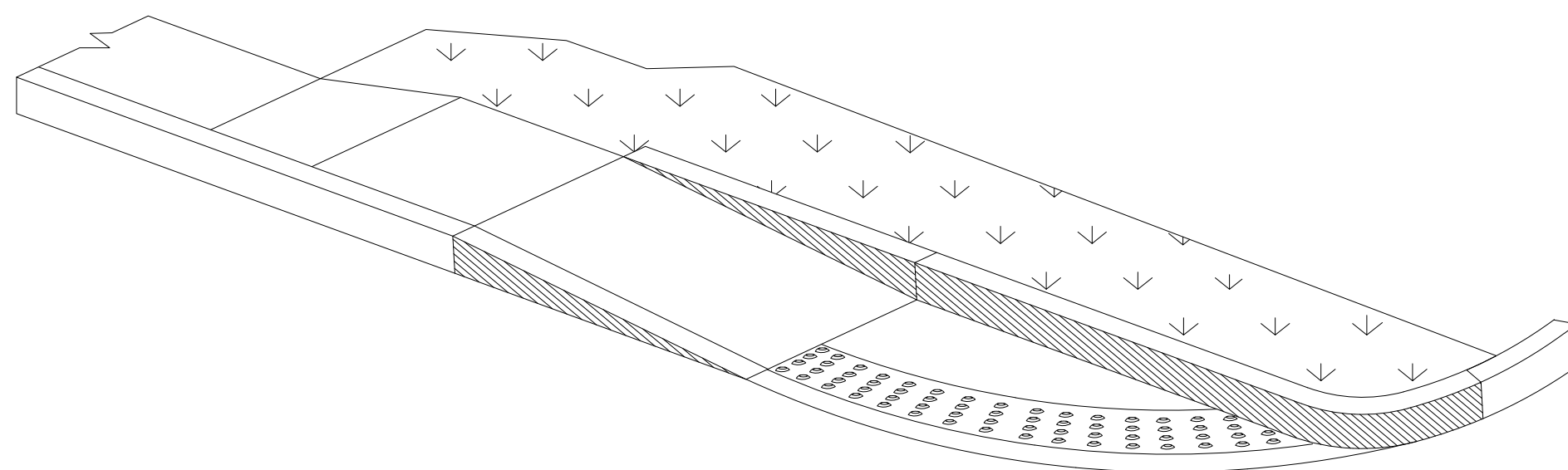
5/14/2025 2:58:12 PM MATTHEW.COMBS

Page 430 of 536

T = TRANSITION
R = RAMP
L = LANDING

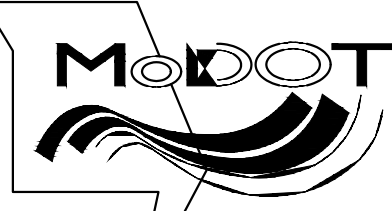
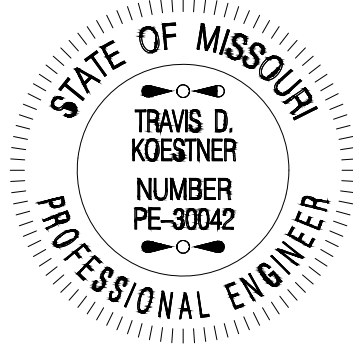


DETAIL 2
LARGE RADIUS PERPENDICULAR



ISOMETRIC VIEW
LARGE RADIUS PERPENDICULAR

- (1) 1.0% (2.0% MAX) CROSS SLOPE OR ROAD GRADE EXCEPTION.
- (2) VARIABLE HEIGHT VERTICAL CURB, IF TRAVERSABLE USE A MAXIMUM 1V:10H FLARE MEASURED PARALLEL TO THE CURB LINE.
- (3) HEIGHT VARIES TO MEET EXISTING GROUND.
- (4) THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF THE CURB RAMP RUNS, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 5% MAXIMUM.
- (5) "T" IS STILL NEEDED EVEN IF THE EXISTING SIDEWALK IS THE SAME WIDTH AS THE NEW SIDEWALK (IT WILL BLEND THE EXISTING SLOPE INTO THE NEW LANDING SLOPE).

		MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 WEST CAPITOL JEFFERSON CITY, MO 65102 1-888-ASK-MODOT (1-888-275-6636)	
	CURB RAMPS		
DATE EFFECTIVE: <u>01/01/2023</u> DATE PREPARED: <u>10/6/2022</u>	608.50A		SHEET NO. 2 of 2

A circular professional engineer seal for the State of Missouri. The outer ring contains the text "STATE OF MISSOURI" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. Inside the ring, the name "VALERIE S. McCaw" is printed in a bold, sans-serif font. Below the name is the license number "PE-2003000018". The seal is stamped in black ink on a white background. There are some handwritten blue ink marks over the seal, including what appears to be a signature and the number "2005".

LIBERTY SIDEWALK IMPROVEMENTS



VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151
TEL:816.702.8888
CERTIFICATE OF AUTHORITY:
E-2005002189-D

CURB RAMPS 2

100% ISSUED FOR CONSTRUCTION

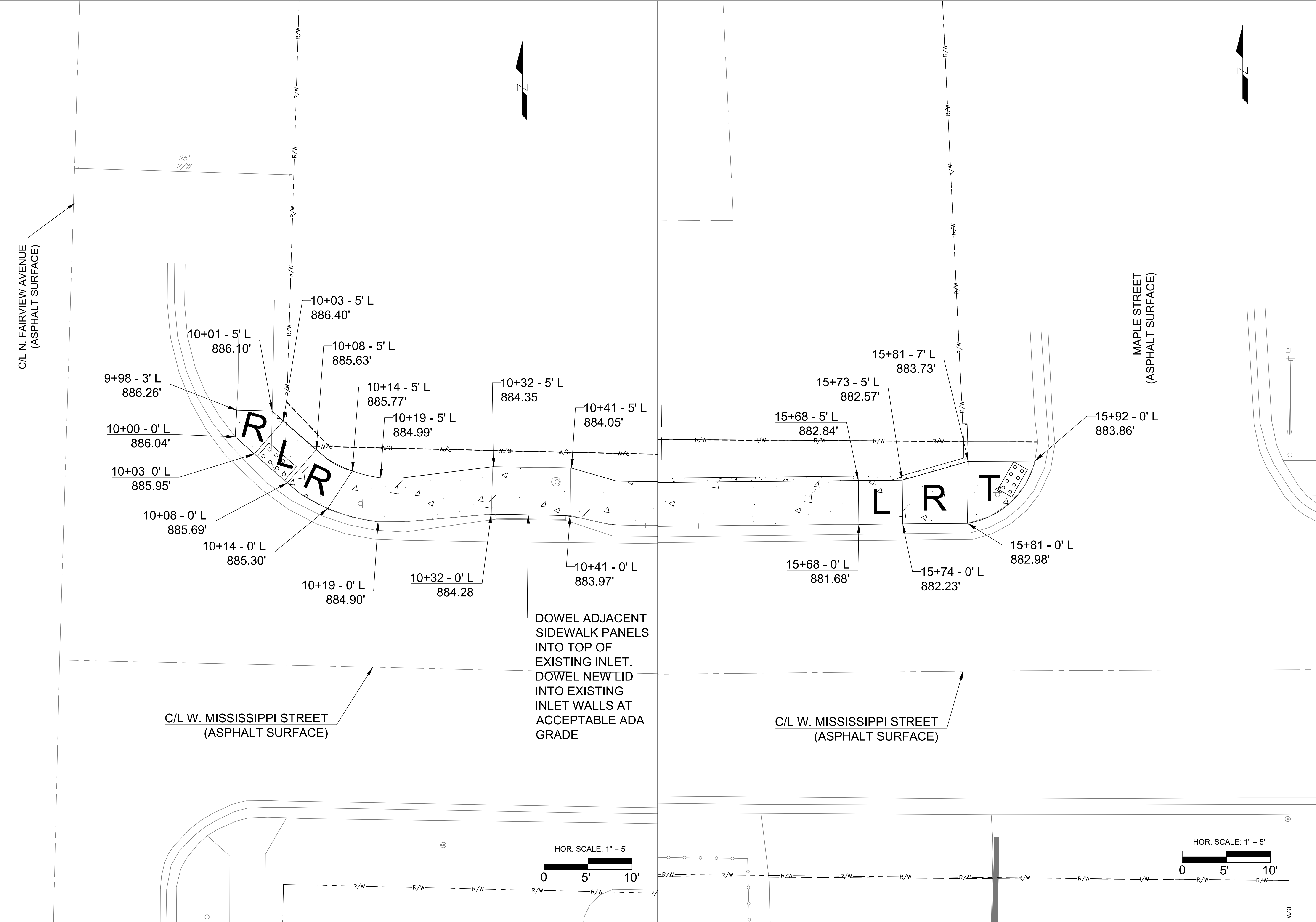
DESIGNED BY:	MRC
--------------	-----

CHECKED BY:	VSM
-------------	-----

DATE:	5/15/2025
-------	-----------

SHEET: 8 OF 19

L:\Projects\2025\KC250523__KC\CAD\Drawings\DESIGN\ModOT Standard Drawings - Mississippi.dwg



NO. REV.

1

2

3

4

5

DATE

10/20/22

1/19/24

9/20/24

12/20/24

5/15/25

REVISION DESCRIPTION

30% SUBMITTAL

60% SUBMITTAL

100% SUBMITTAL

100% BID SUBMITTAL

100% ISSUED FOR CONSTRUCTION

5/15/2025

LIBERTY SIDEWALK IMPROVEMENTS

VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151
TEL: 816.702.8888
CERTIFICATE OF AUTHORITY:
E-2005002189-D

RAMP DETAILS

100% ISSUED FOR CONSTRUCTION

DESIGNED BY:

MRC

CHECKED BY:

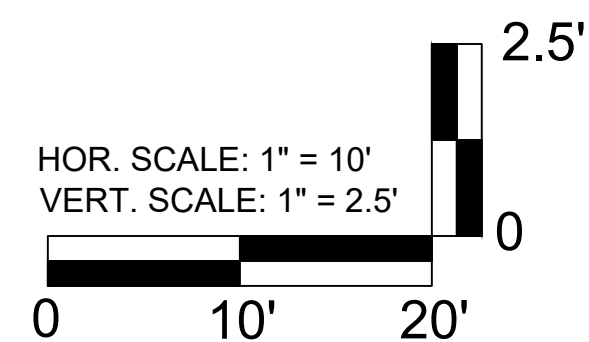
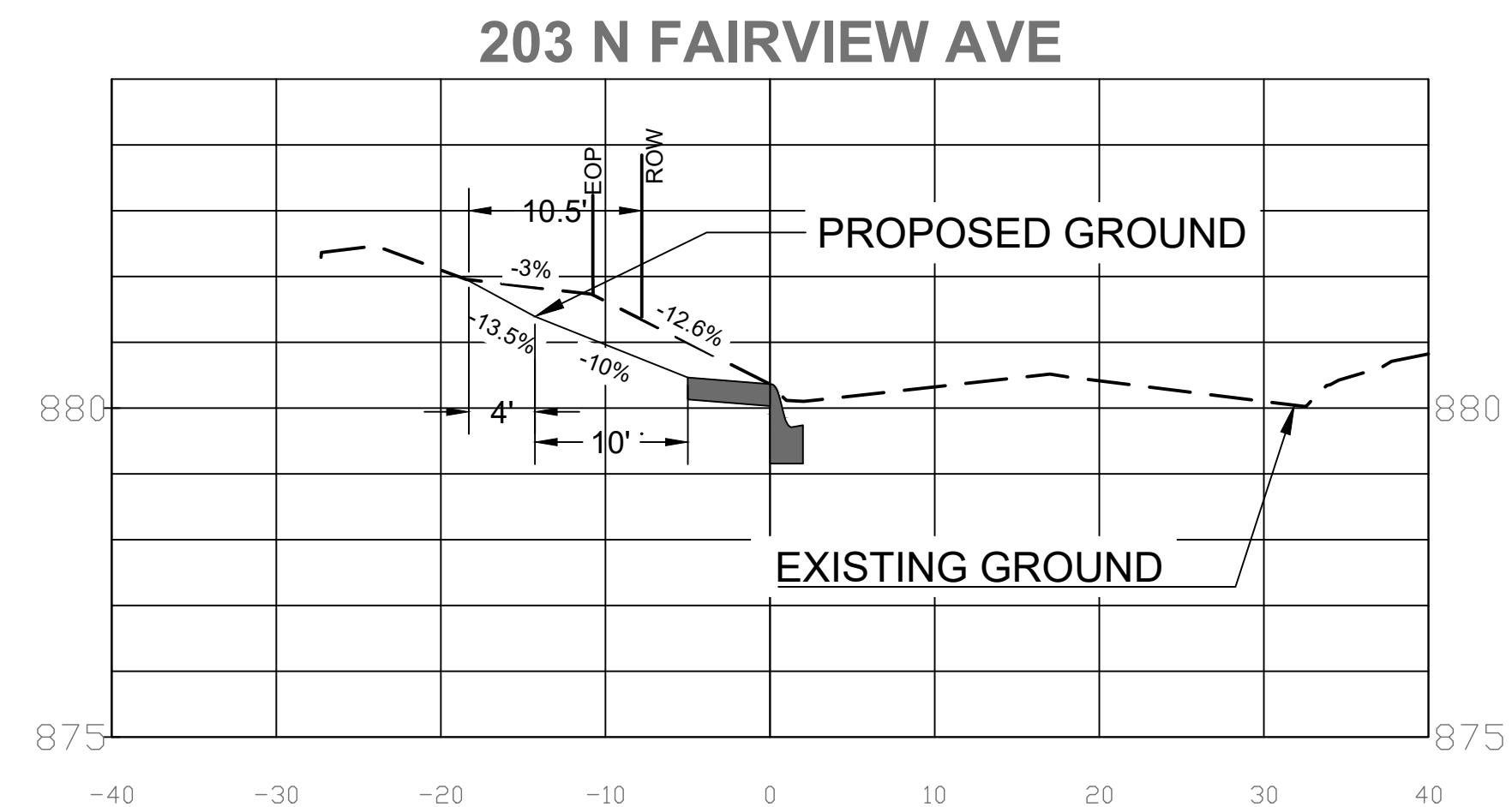
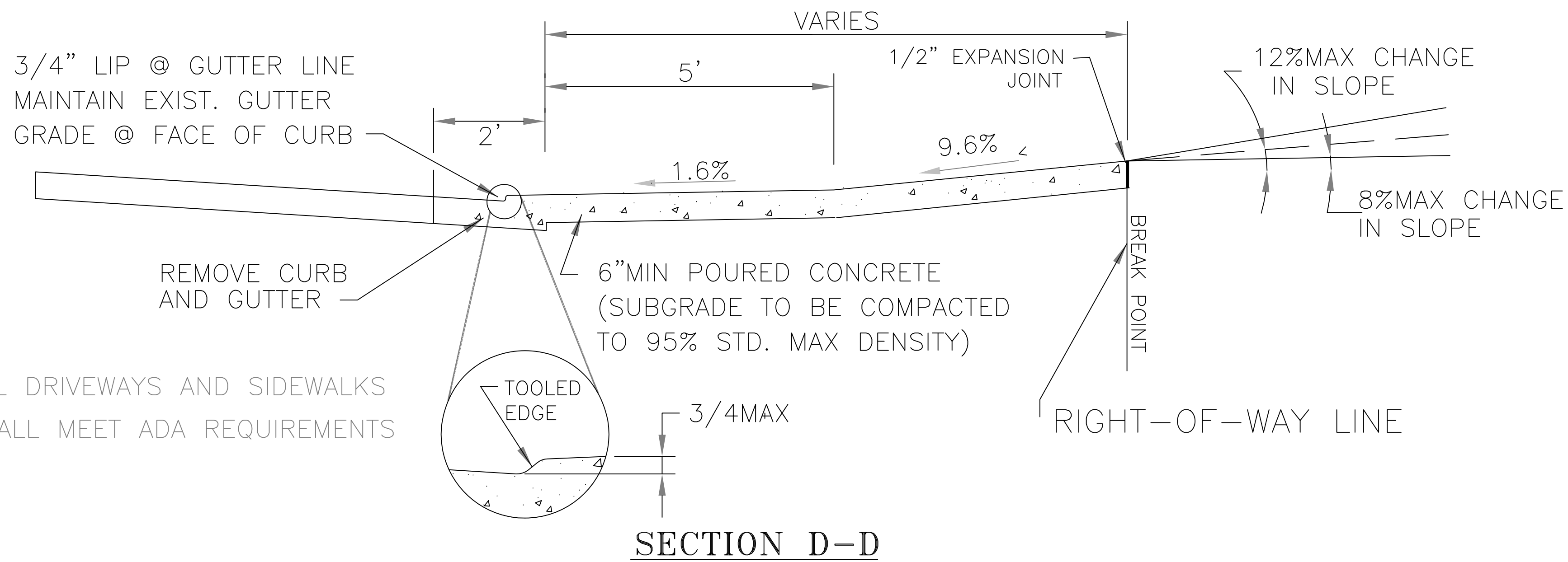
VSM

DATE:

5/15/2025

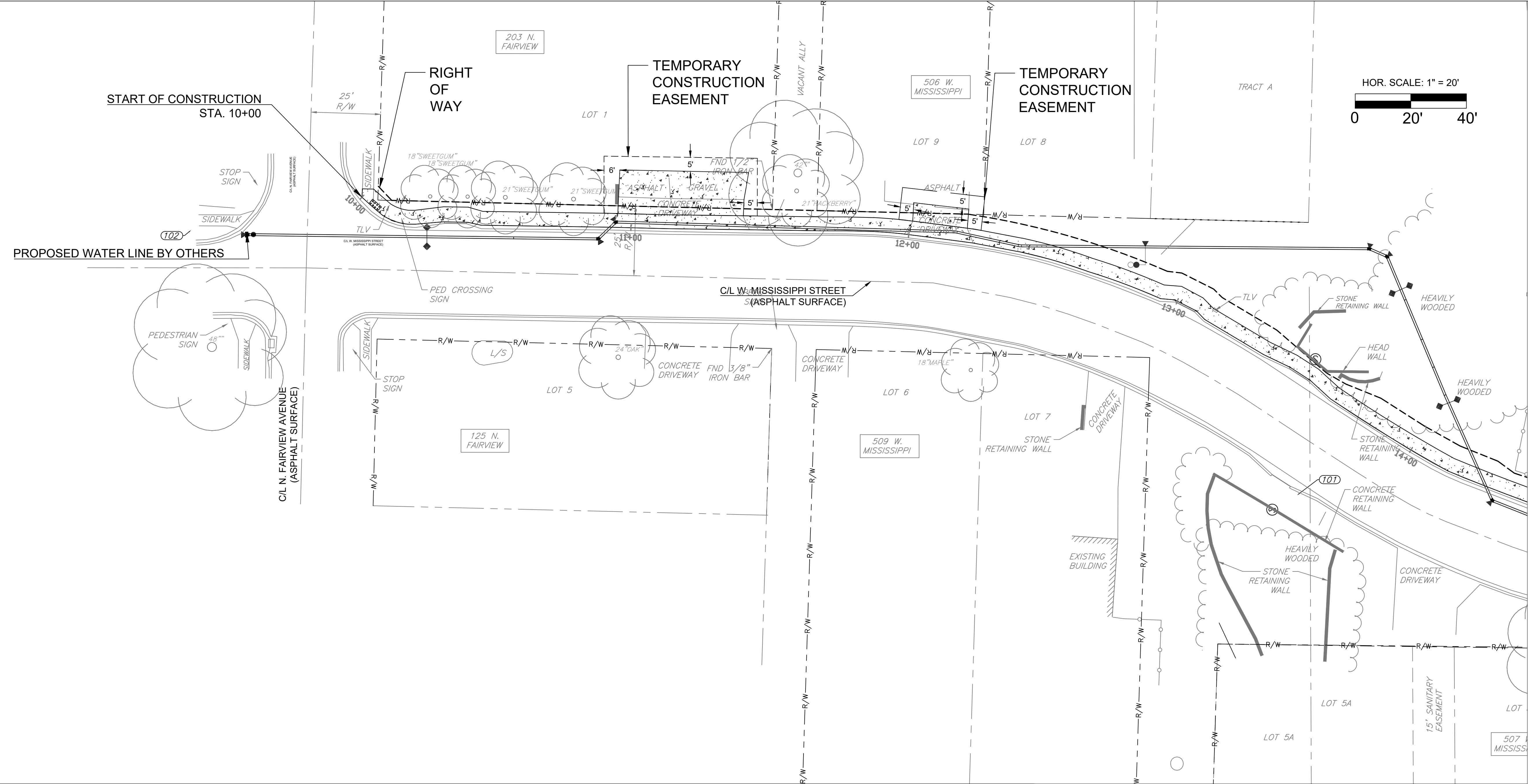
SHEET:

9 OF 19

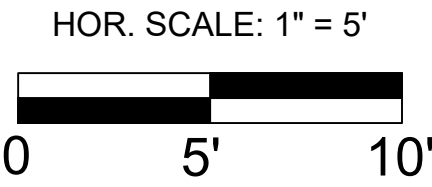
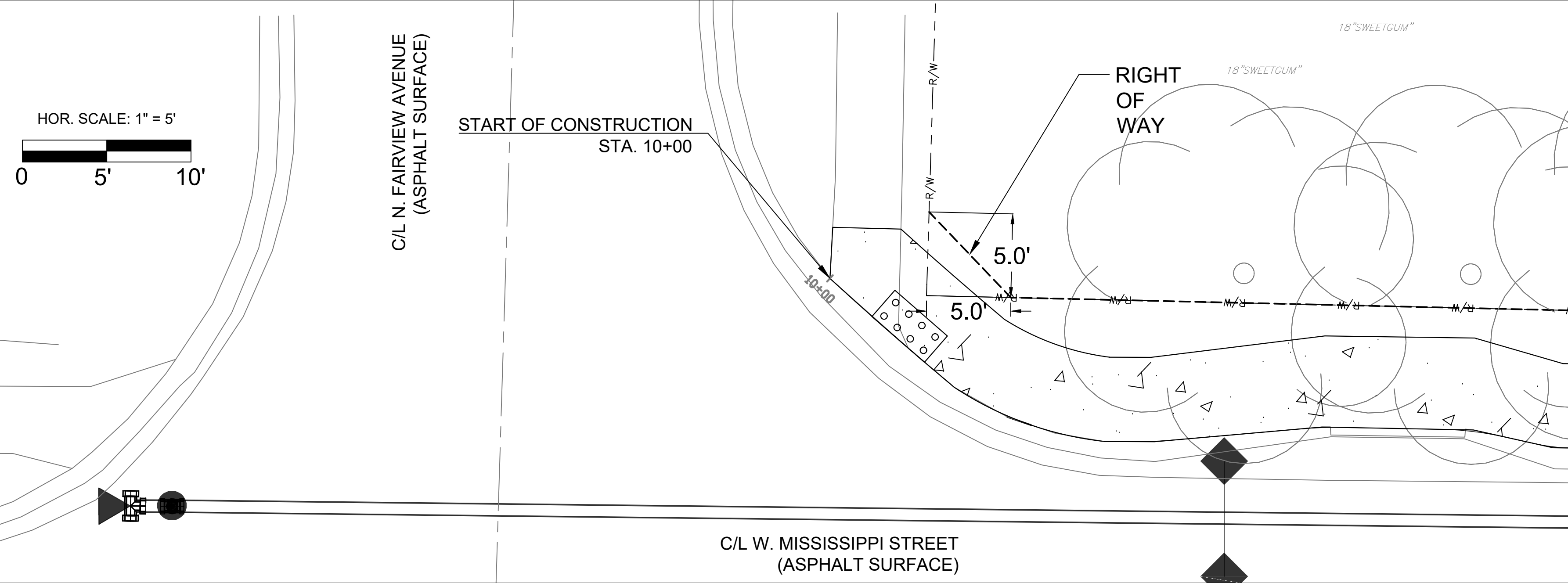


A circular professional engineer seal for the State of Missouri. The outer ring contains the text "STATE OF MISSOURI" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. Inside the ring, the name "VALERIE S. McCAW" is printed, followed by "NUMBER" and the license number "PE-2003000018". The seal is stamped in black ink on a white background.

L:\Projects\2025\KC250523__KC\CAD\Drawings\DESIGN\Mississippi ROW.dwg



MATCH LINE SHEET 12 STATION 14+50



REVISION DESCRIPTION	
NO. REV.	DATE
1	10/20/22
2	1/19/24
3	9/20/24
4	12/20/24
5	5/15/25

5/15/2025

LIBERTY SIDEWALK IMPROVEMENTS

VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151
TEL: 816.702.8888
CERTIFICATE OF AUTHORITY:
E-2005002189-D

MISSISSIPPI RIGHT OF WAY 1

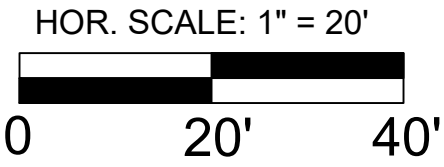
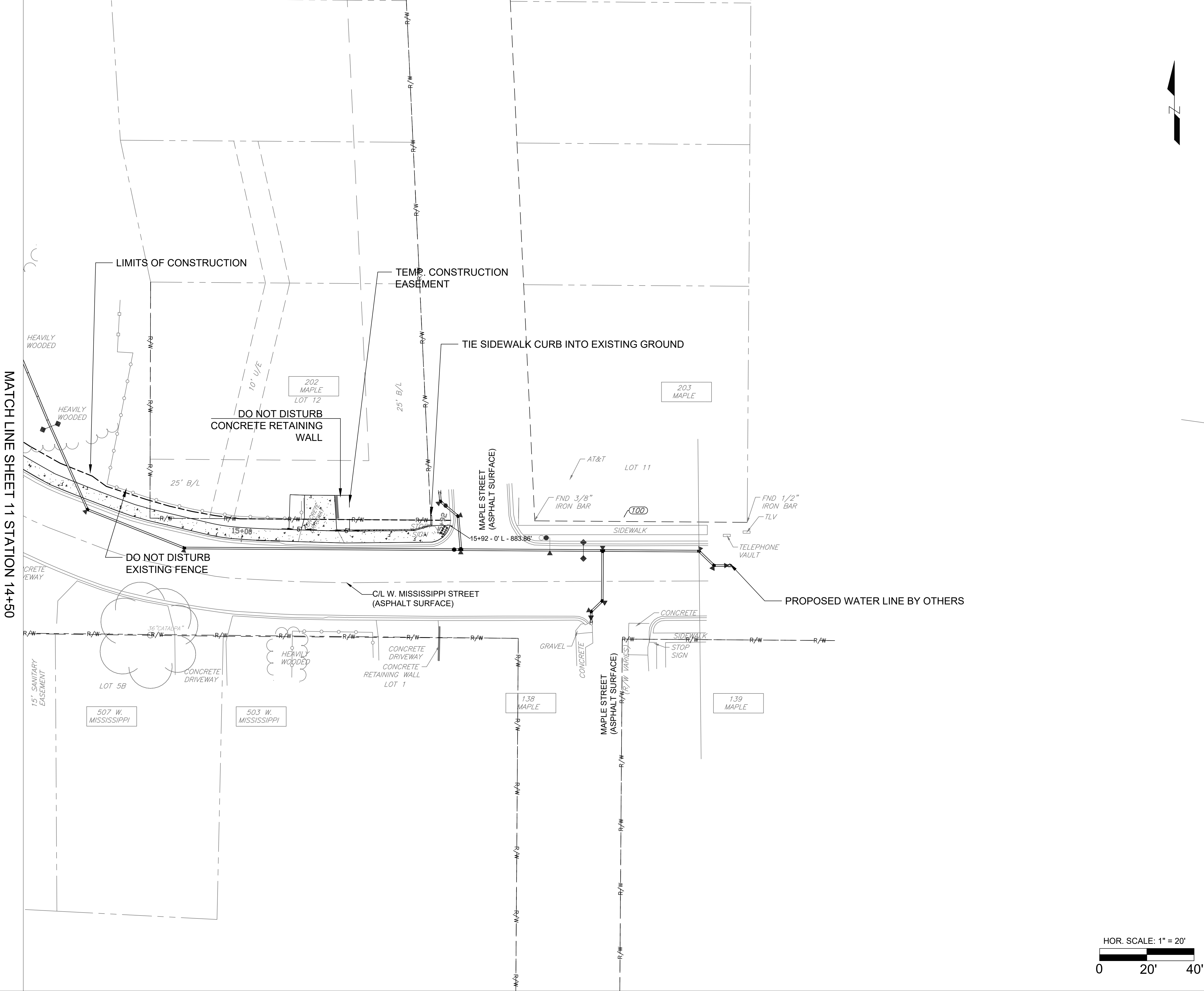
100% ISSUED FOR CONSTRUCTION

DESIGNED BY:	MRC
CHECKED BY:	VSM
DATE:	5/15/2025
SHEET:	11 OF 19

L:\Projects\2025\KC250523__KC\CAD\Drawings\DESIGN\Mississippi ROW.dwg

5/14/2025 3:02:06 PM

MATTHEW.COMBS



NO. REV.

1

2

3

4

5

DATE

10/20/22

1/19/24

9/20/24

12/20/24

5/15/25

REVISION DESCRIPTION

30% SUBMITTAL

60% SUBMITTAL

100% SUBMITTAL

100% BID SUBMITTAL

100% ISSUED FOR CONSTRUCTION

5/15/2025

LIBERTY SIDEWALK IMPROVEMENTS

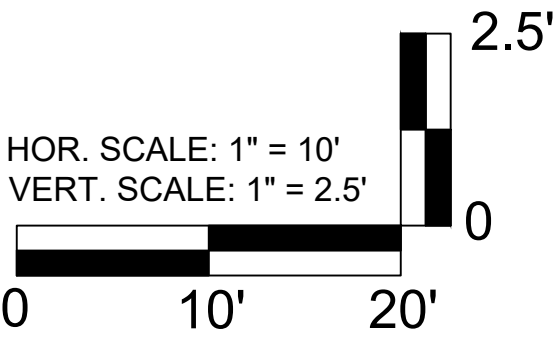
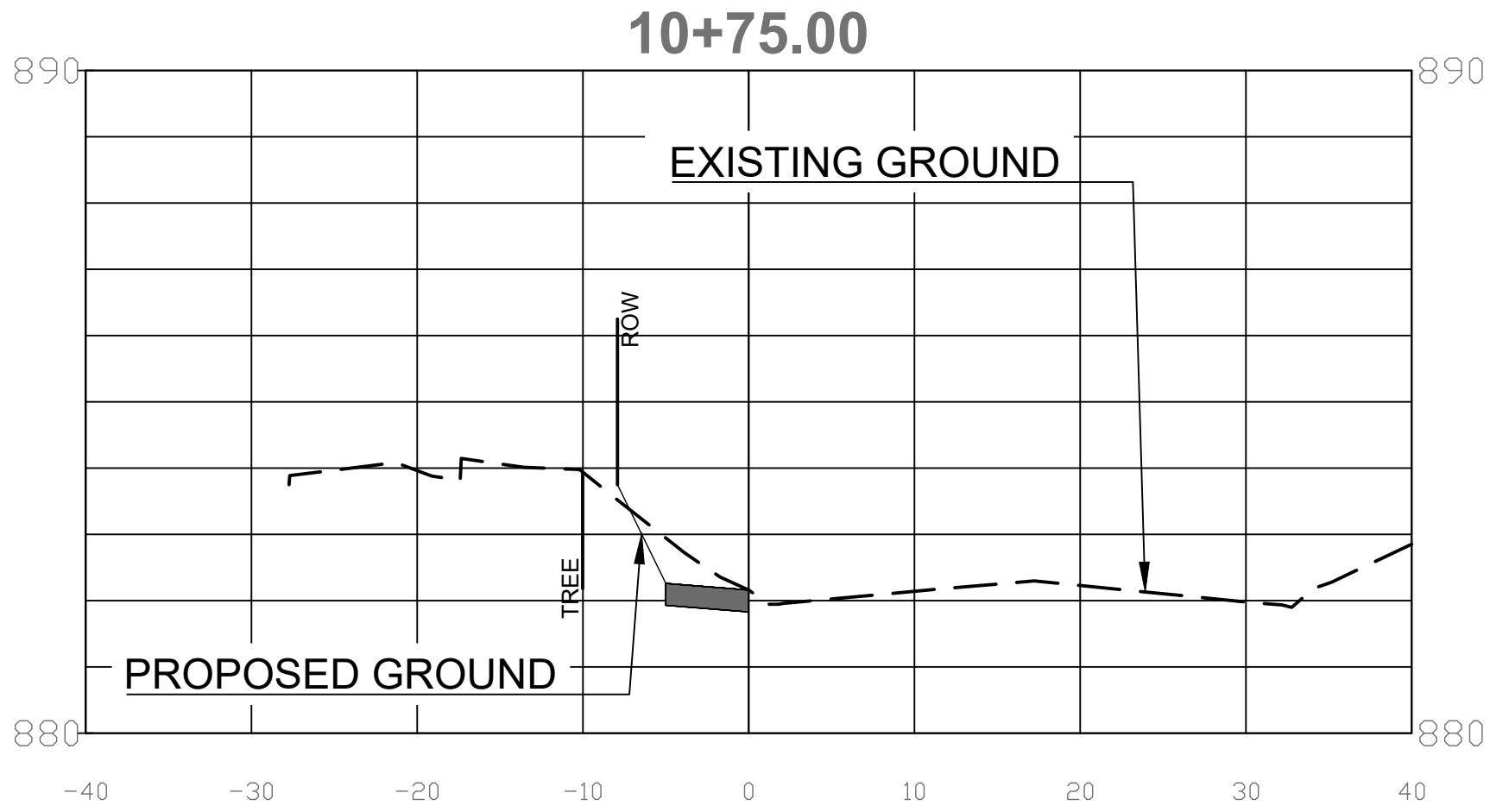
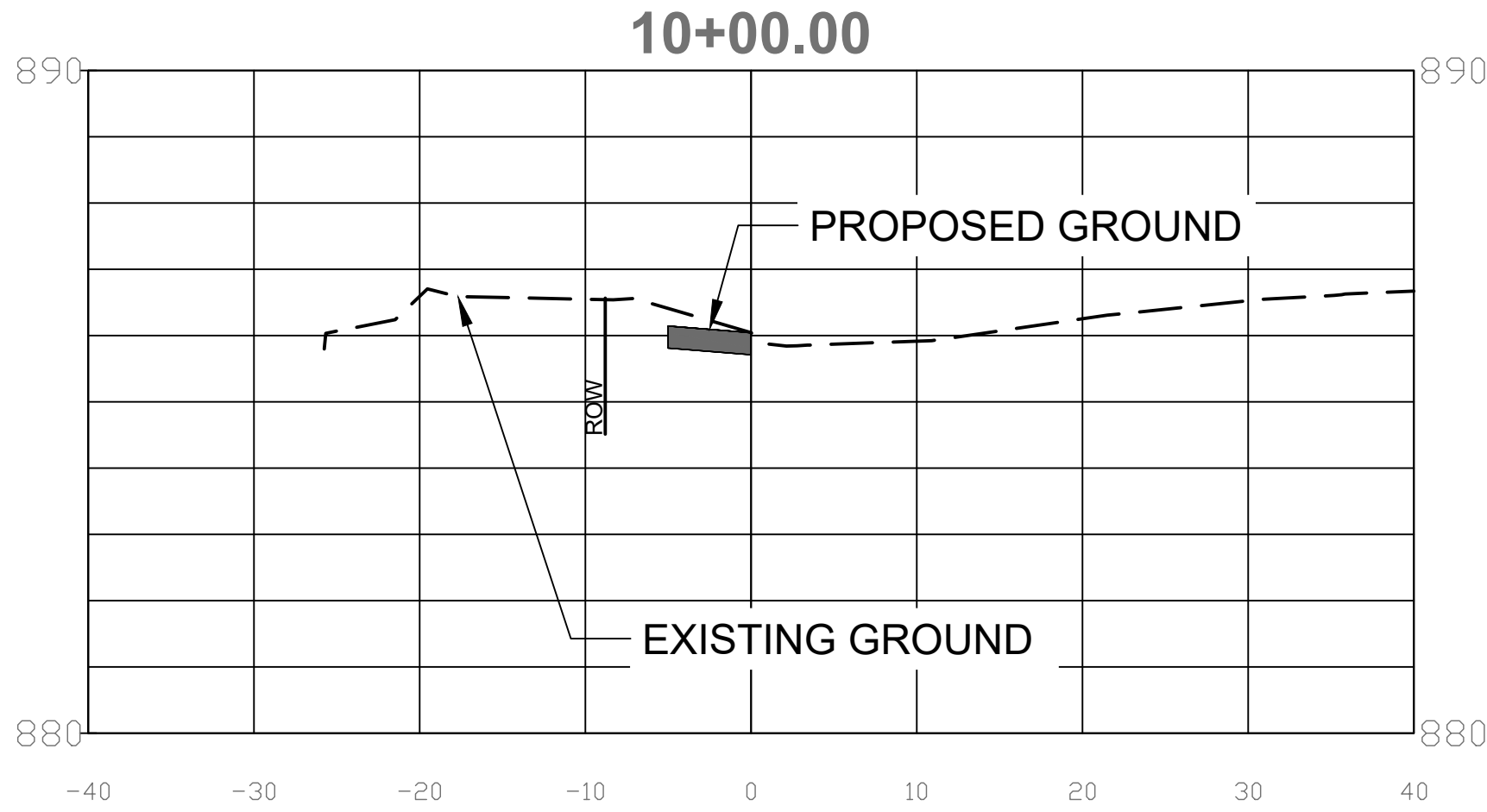
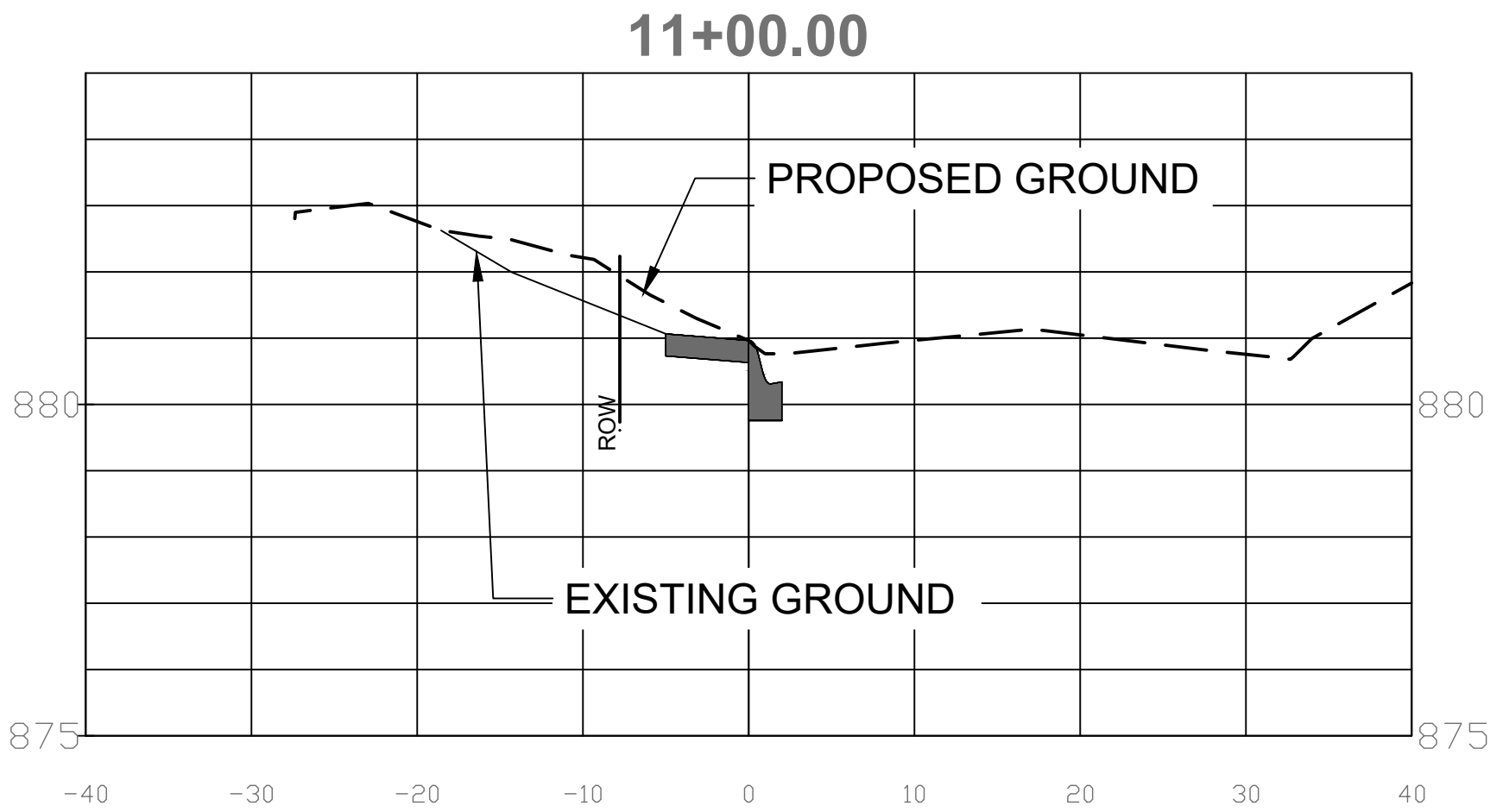
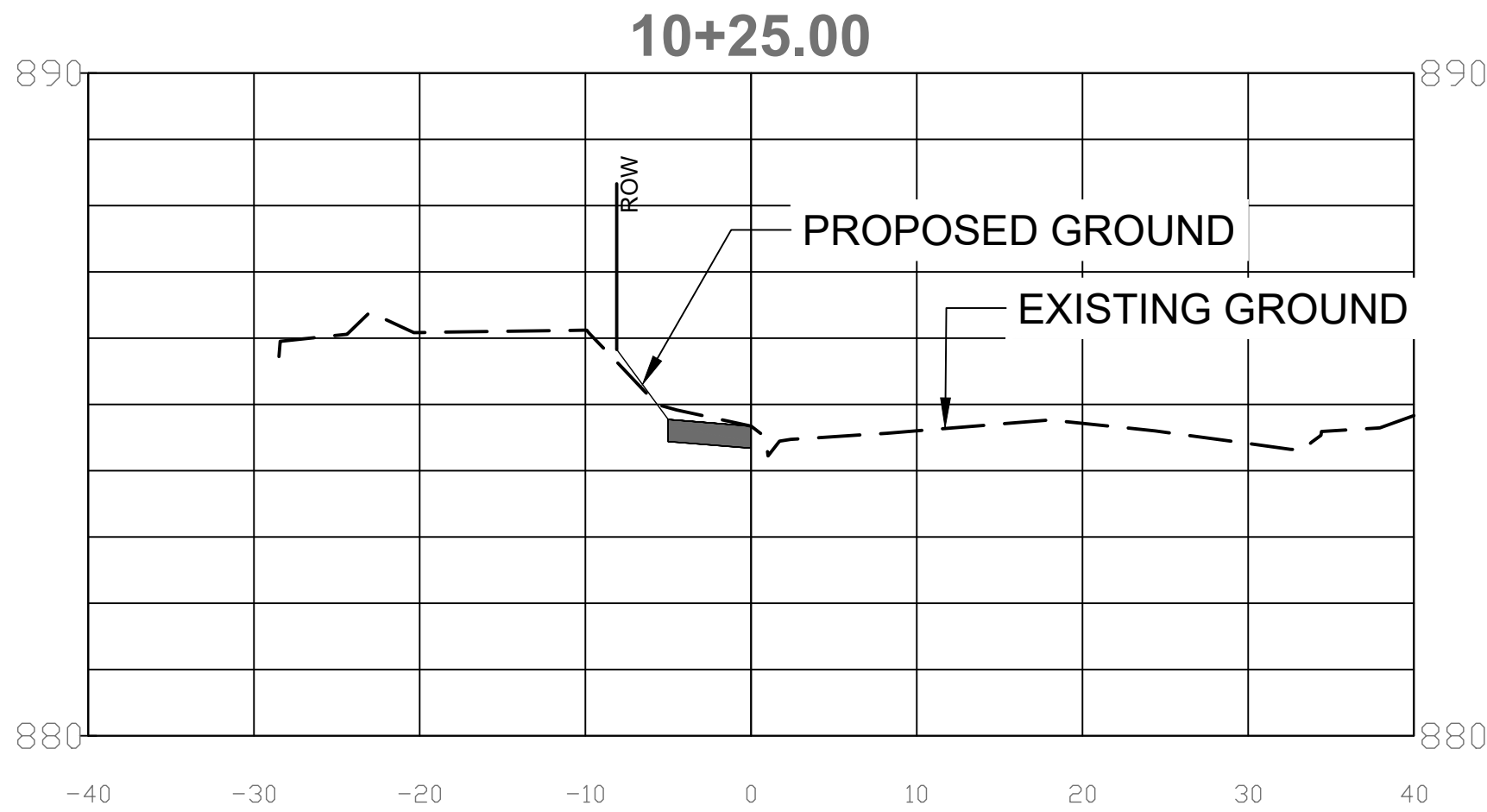
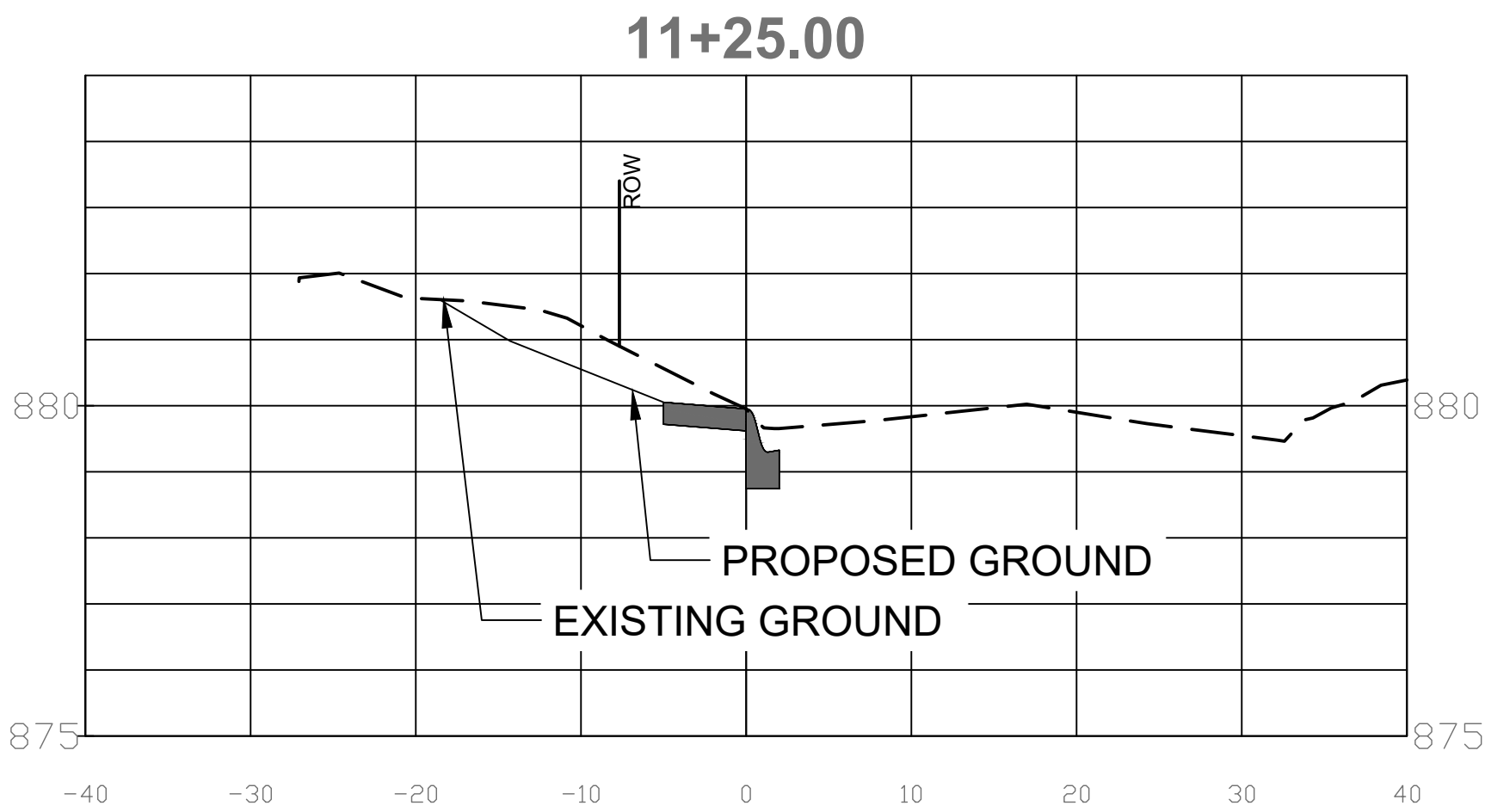
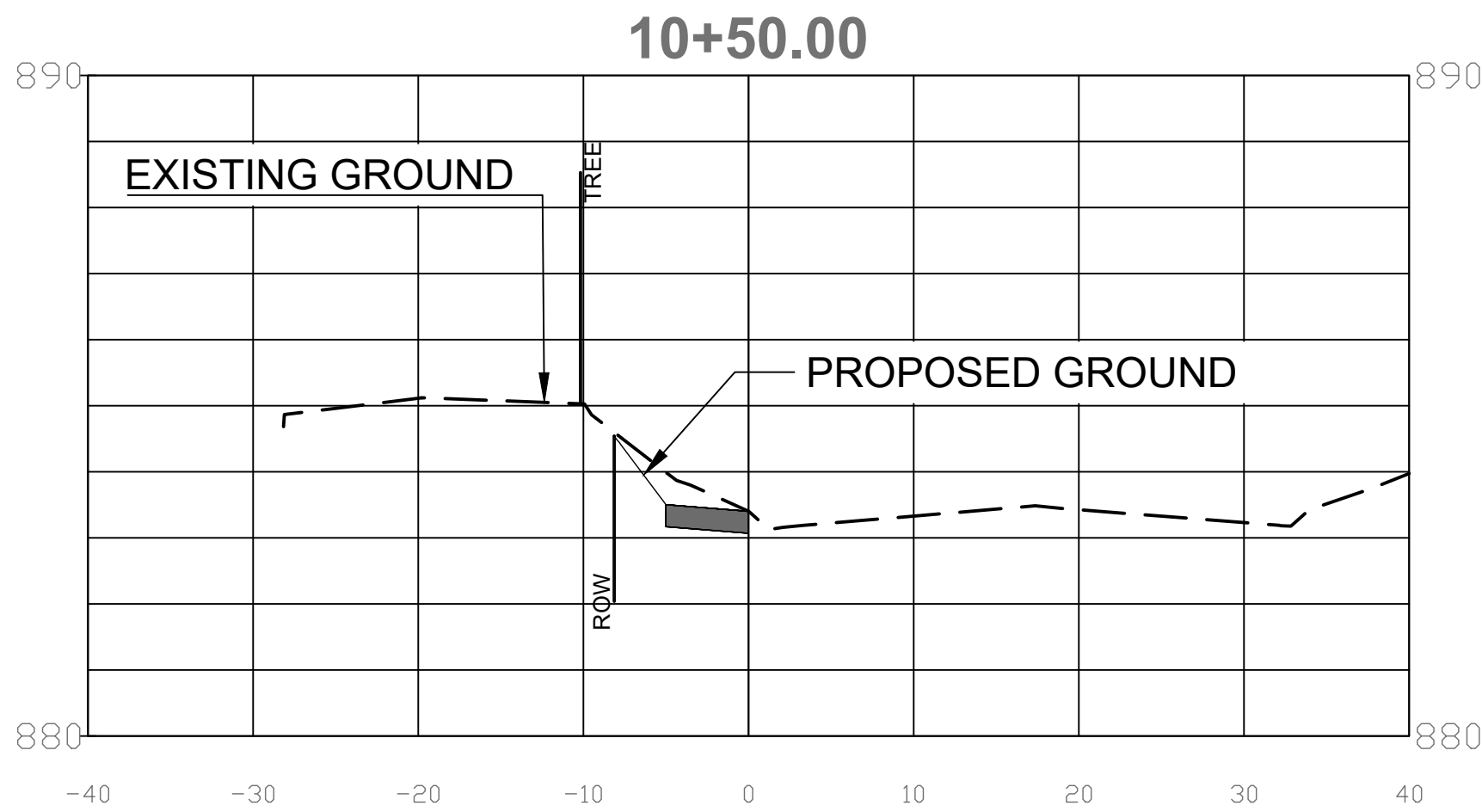
VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151
TEL: 816.702.8888
CERTIFICATE OF AUTHORITY:
E-2005002189-D

MISSISSIPPI RIGHT OF WAY 2

100% ISSUED FOR CONSTRUCTION

DESIGNED BY:	MRC
CHECKED BY:	VSM
DATE:	5/15/2025
SHEET:	12 OF 19

L:\Projects\2025\KC250523__KC\CAD\Drawings\DESIGN\Cross Sections - Mississippi.dwg



REVISION DESCRIPTION	
NO. REV.	DATE
1	10/20/22
2	1/19/24
3	9/20/24
4	12/20/24
5	5/15/25
30% SUBMITTAL	
60% SUBMITTAL	
100% SUBMITTAL	
100% BID SUBMITTAL	
100% ISSUED FOR CONSTRUCTION	

5/15/2025

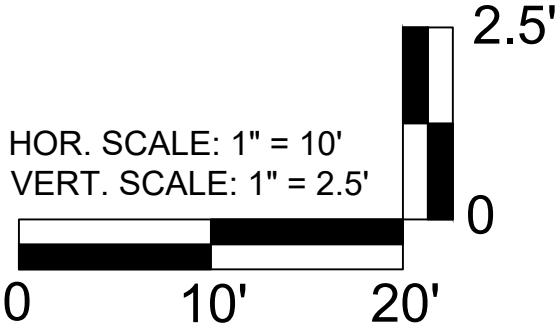
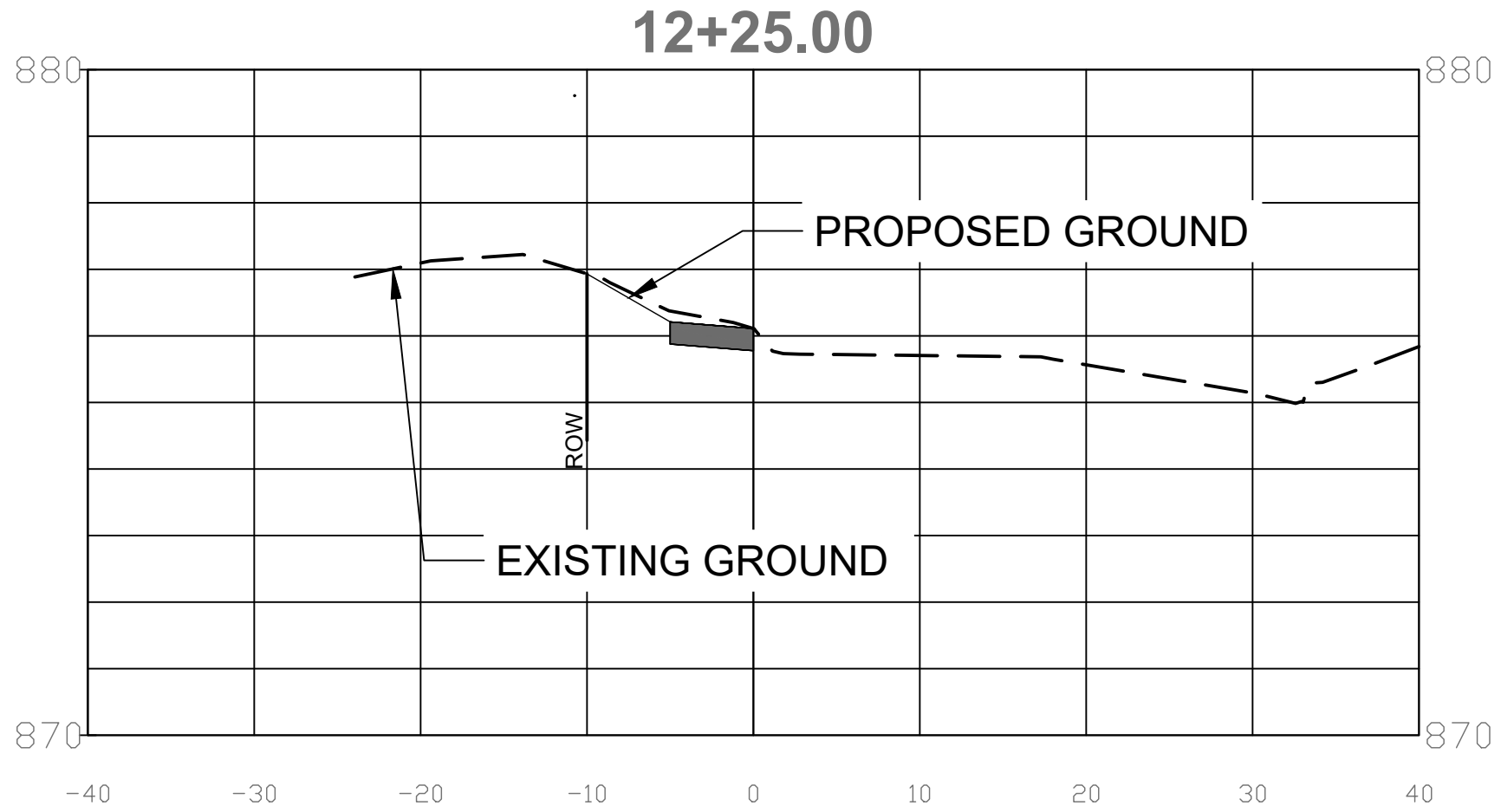
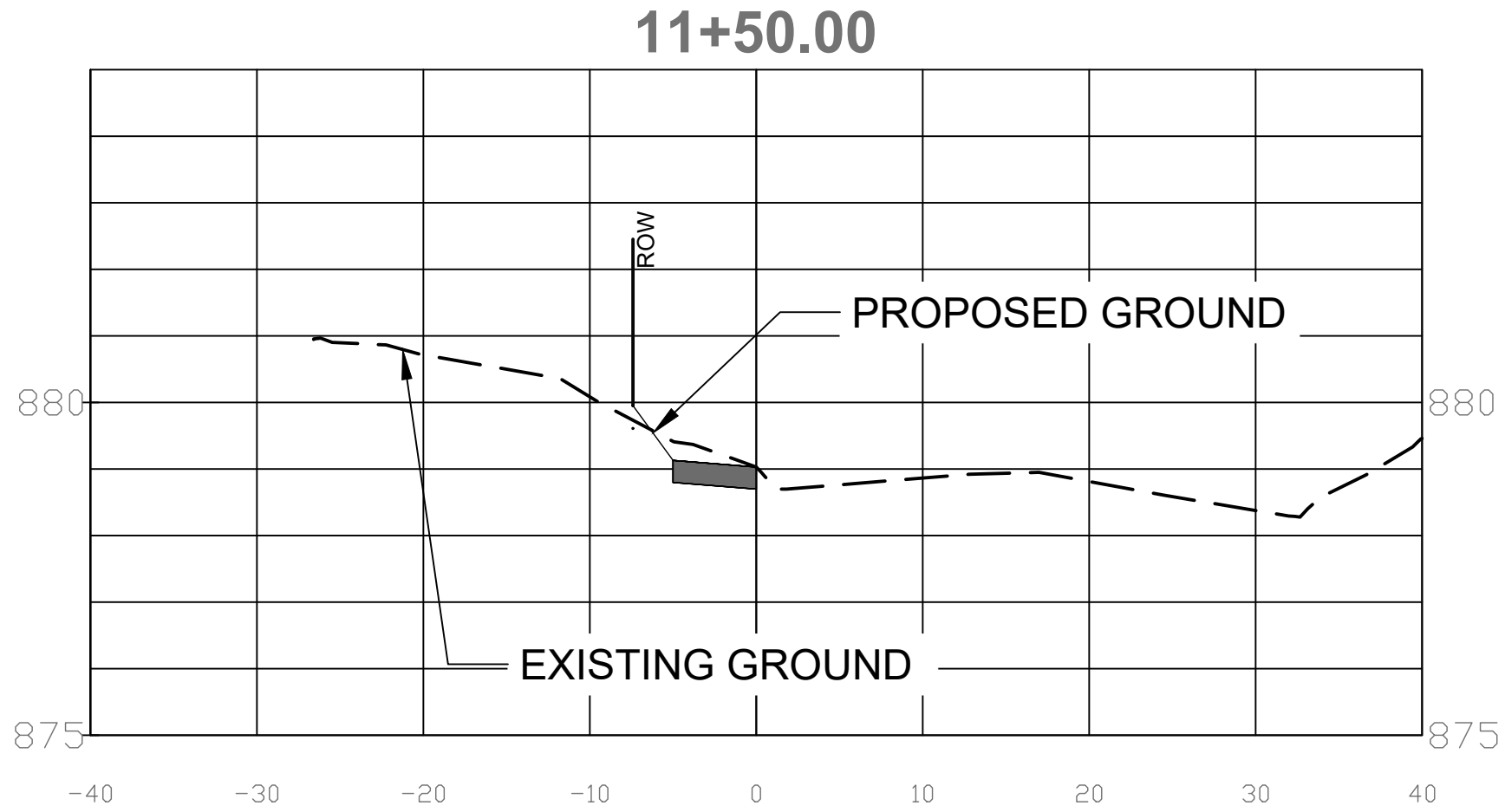
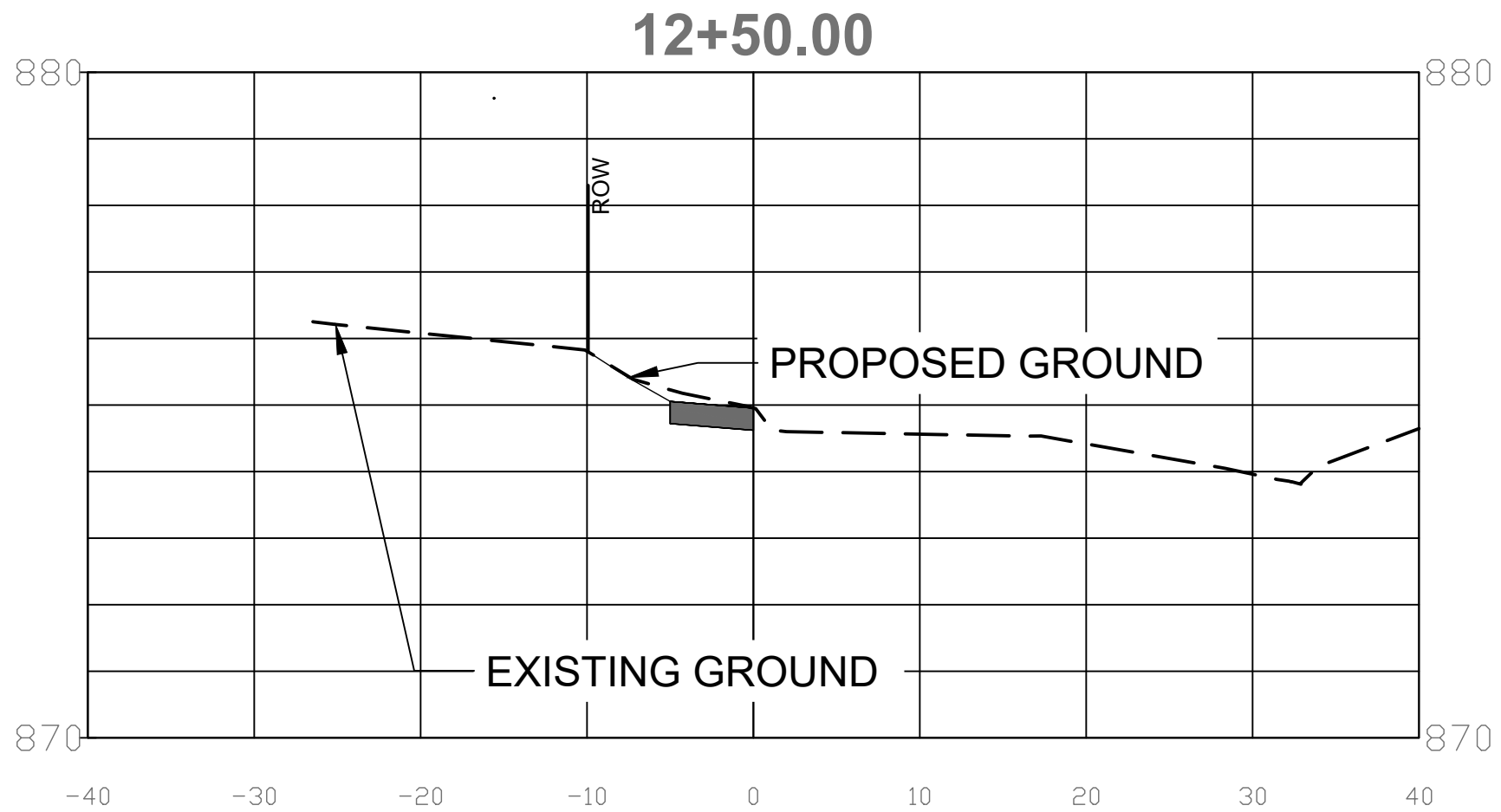
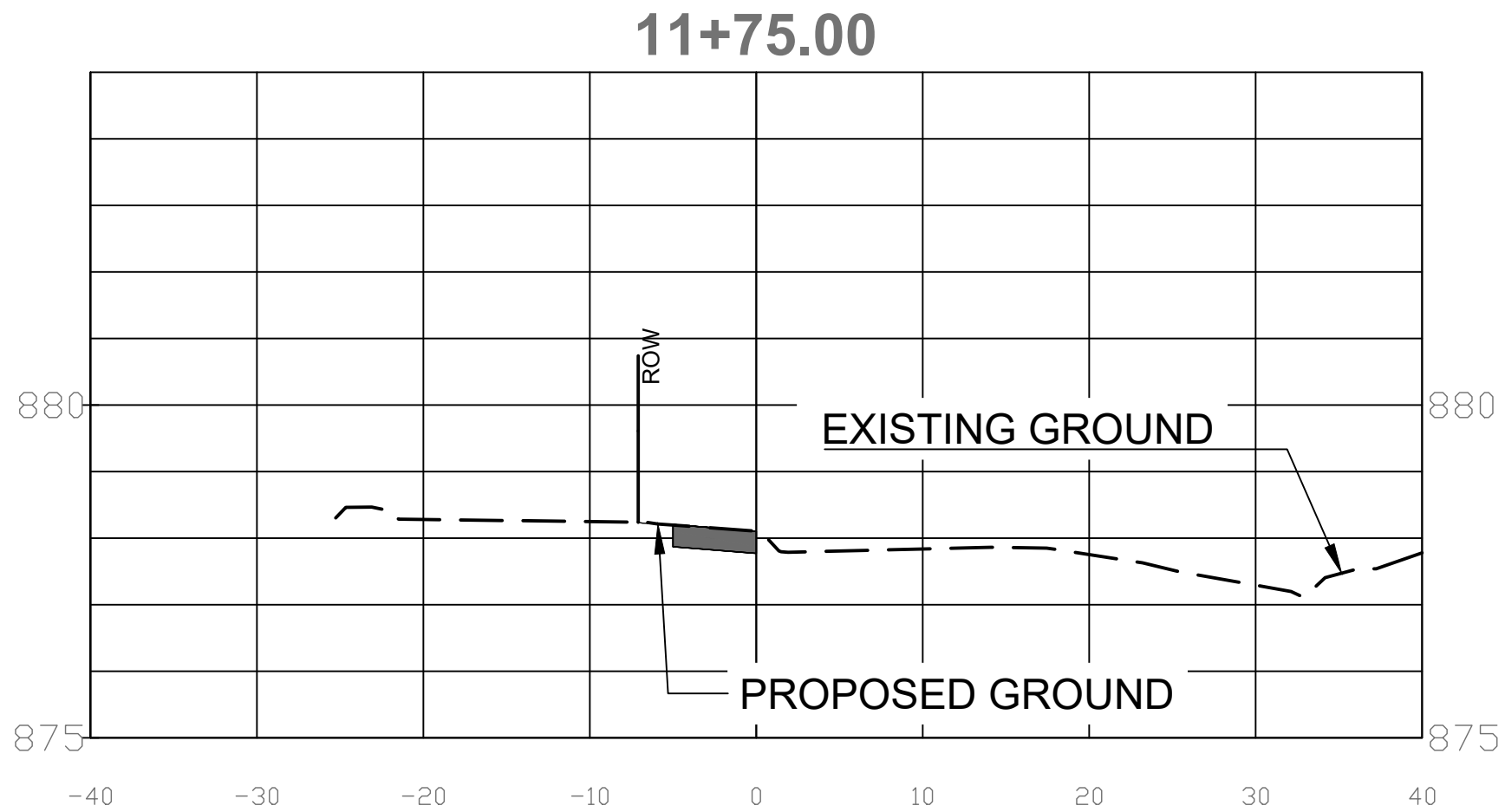
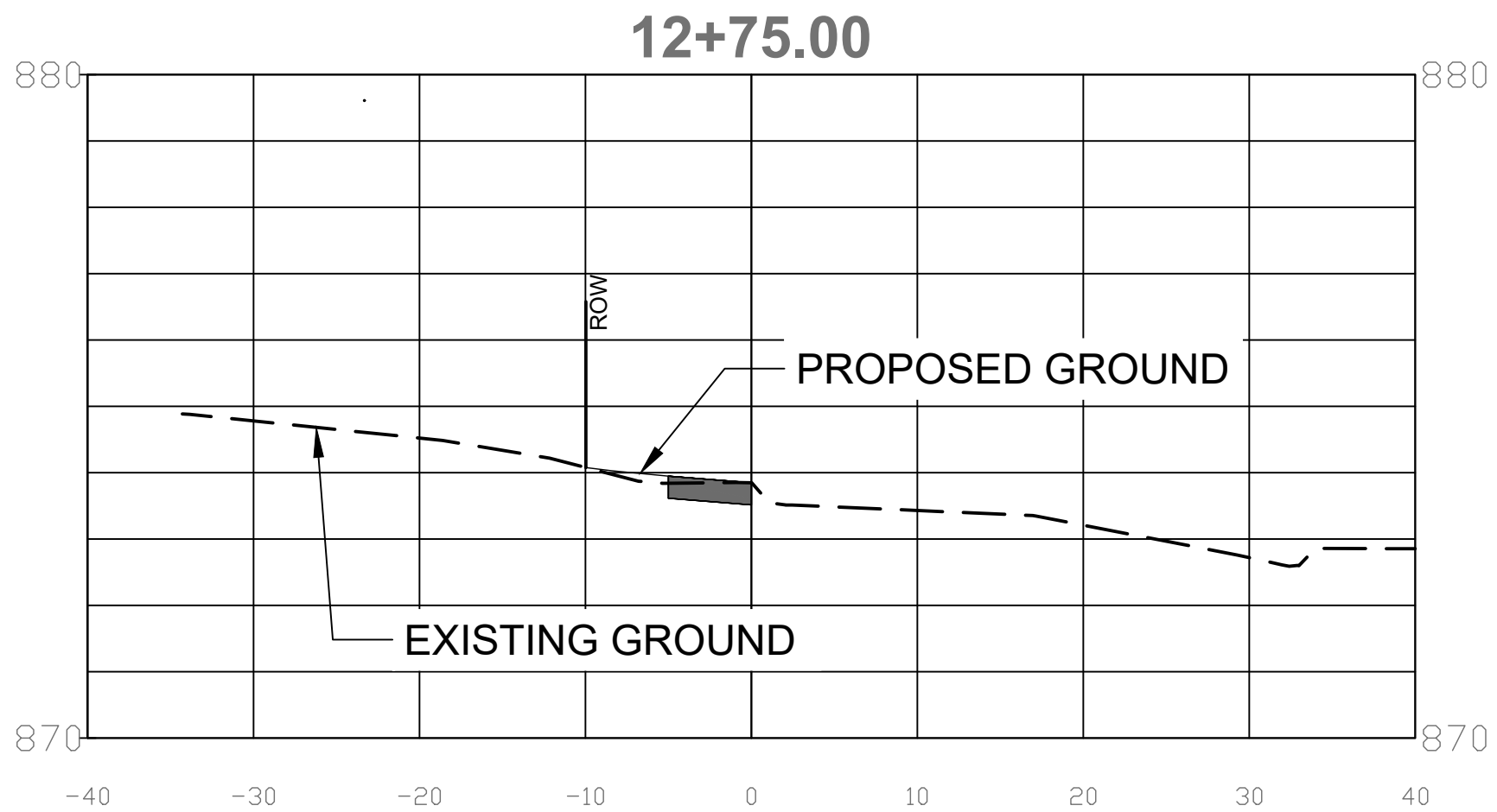
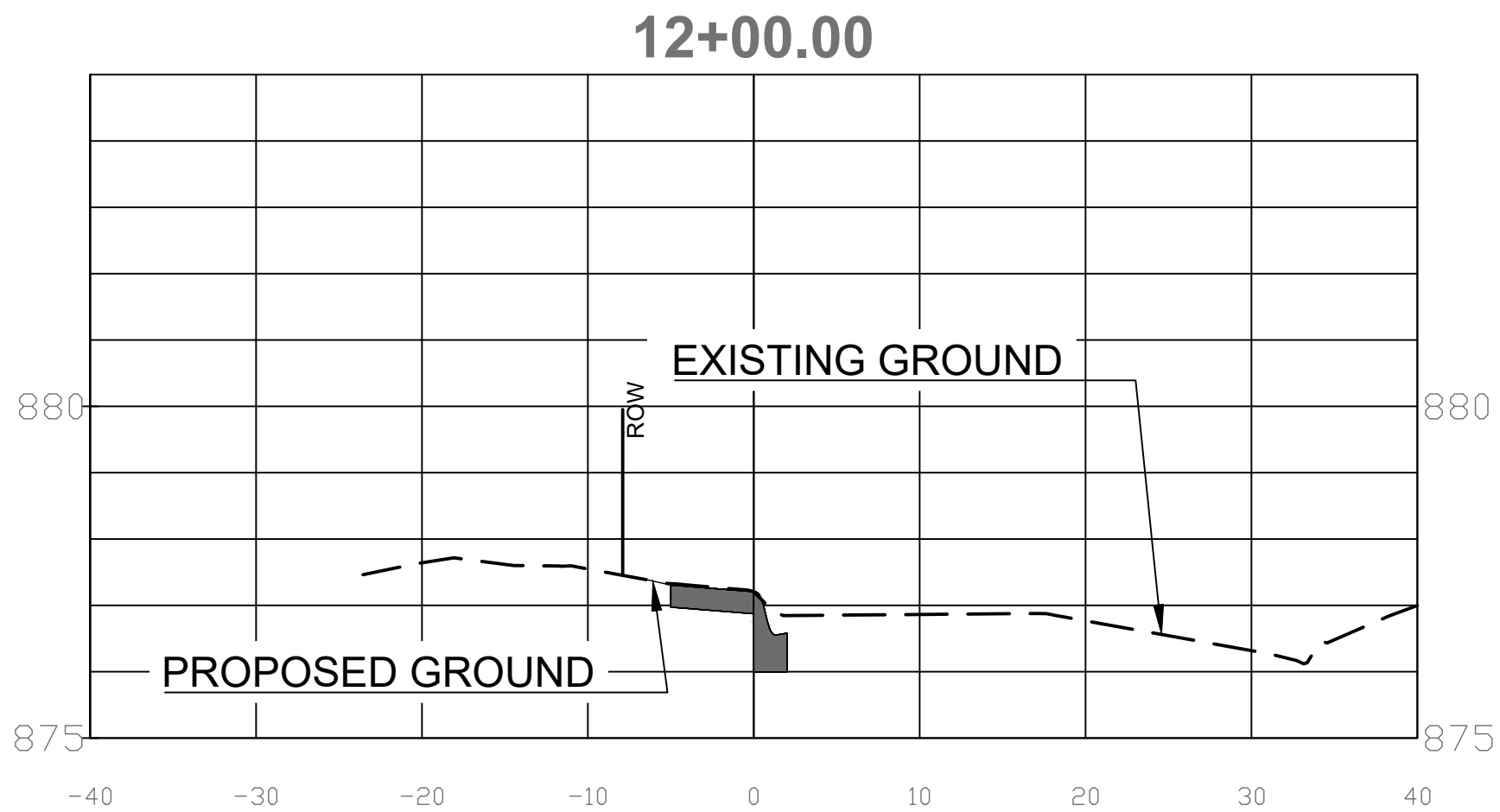
LIBERTY SIDEWALK IMPROVEMENTS

VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151
TEL: 816.702.8888
CERTIFICATE OF AUTHORITY:
E-2005002189-D

MISSISSIPPI CROSS SECTIONS

100% ISSUED FOR CONSTRUCTION	
DESIGNED BY:	MRC
CHECKED BY:	VSM
DATE:	5/15/2025
SHEET:	13 OF 19

L:\Projects\2025\KC250523__KC\CAD\Drawings\DESIGN\Cross Sections - Mississippi.dwg



REVISION DESCRIPTION	
NO. REV.	DATE
1	10/20/22
2	1/19/24
3	9/20/24
4	12/20/24
5	5/15/25

5/15/2025

LIBERTY SIDEWALK IMPROVEMENTS

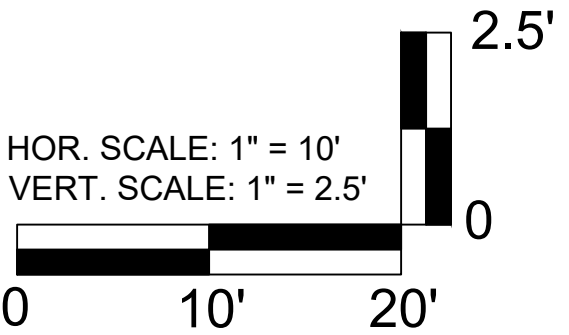
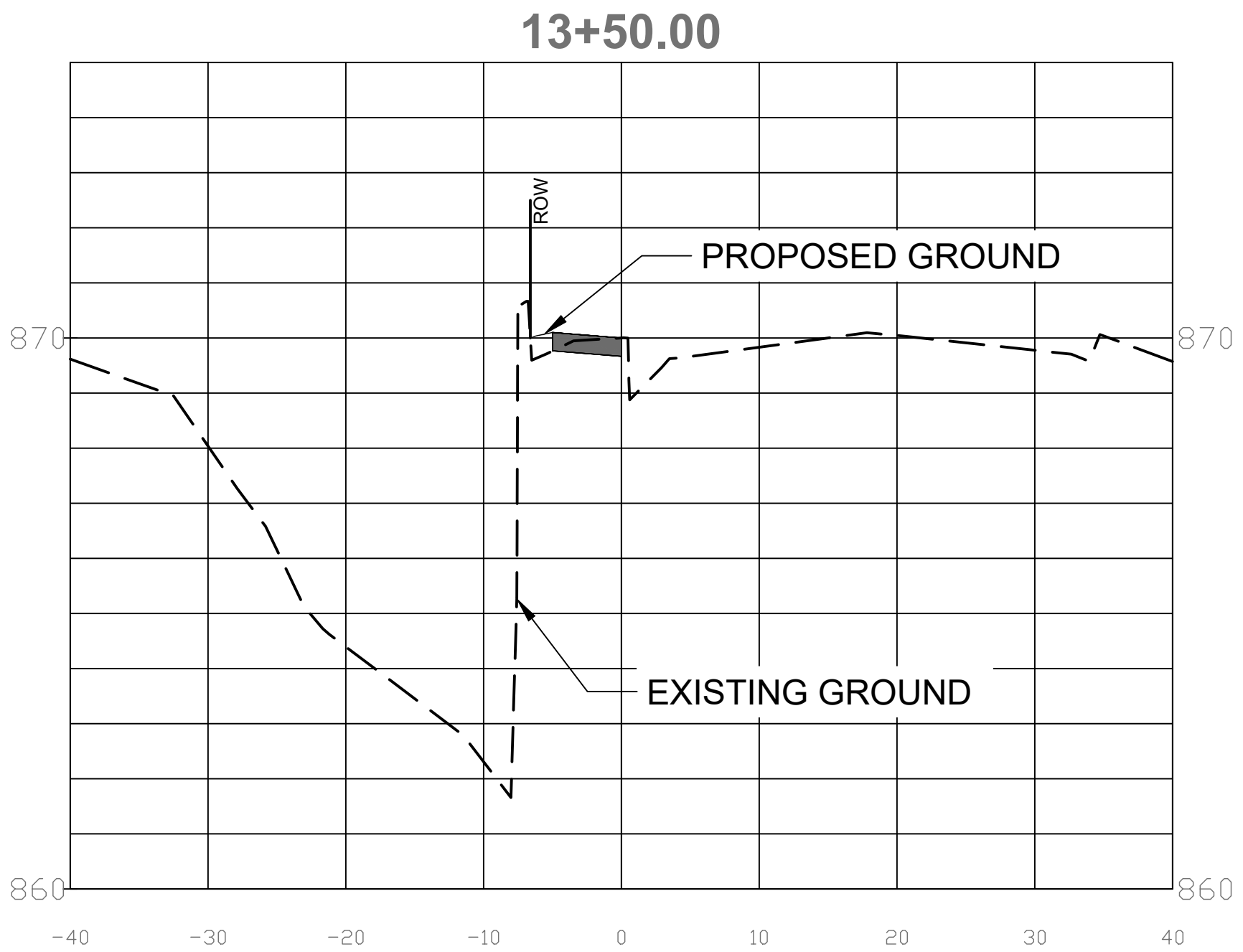
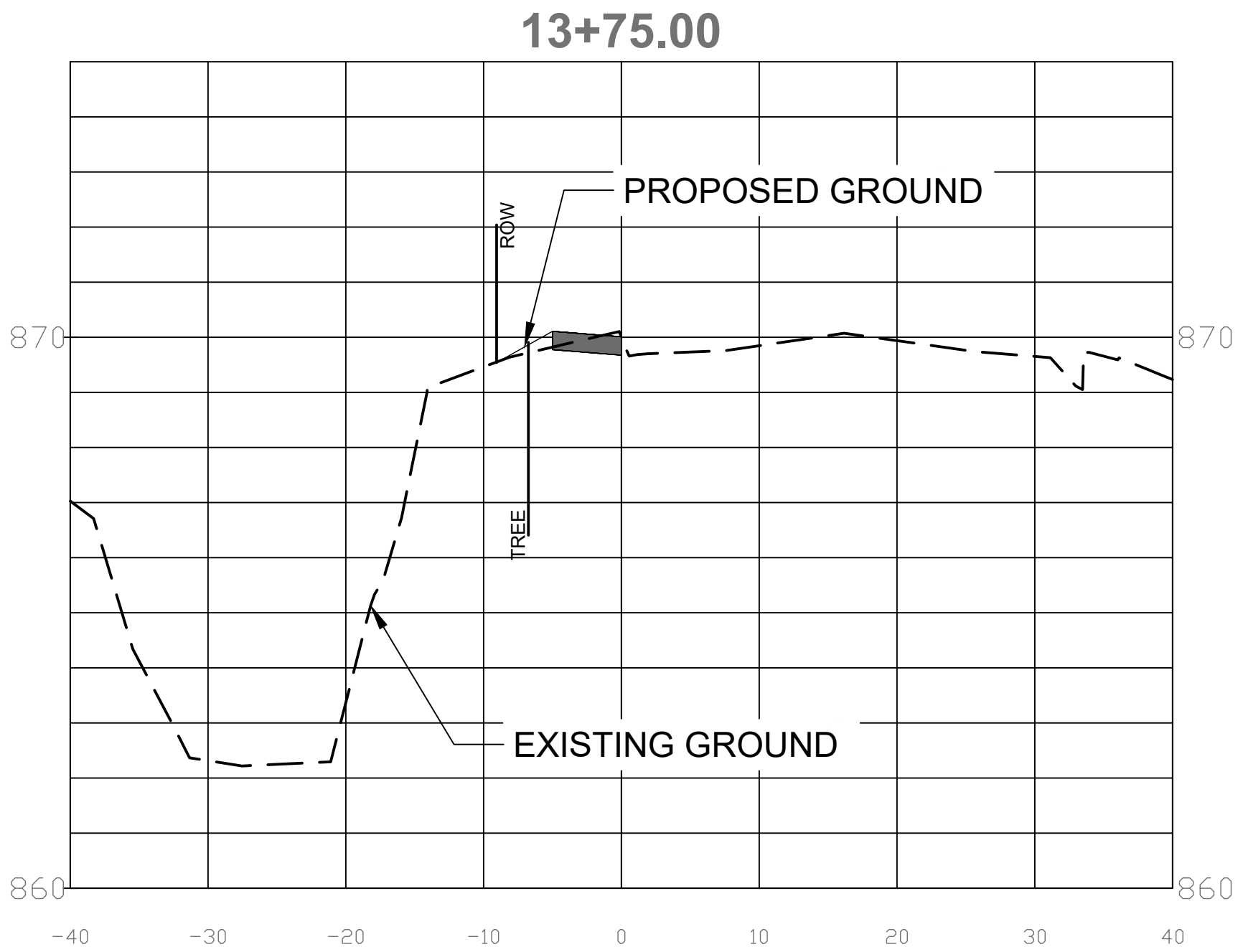
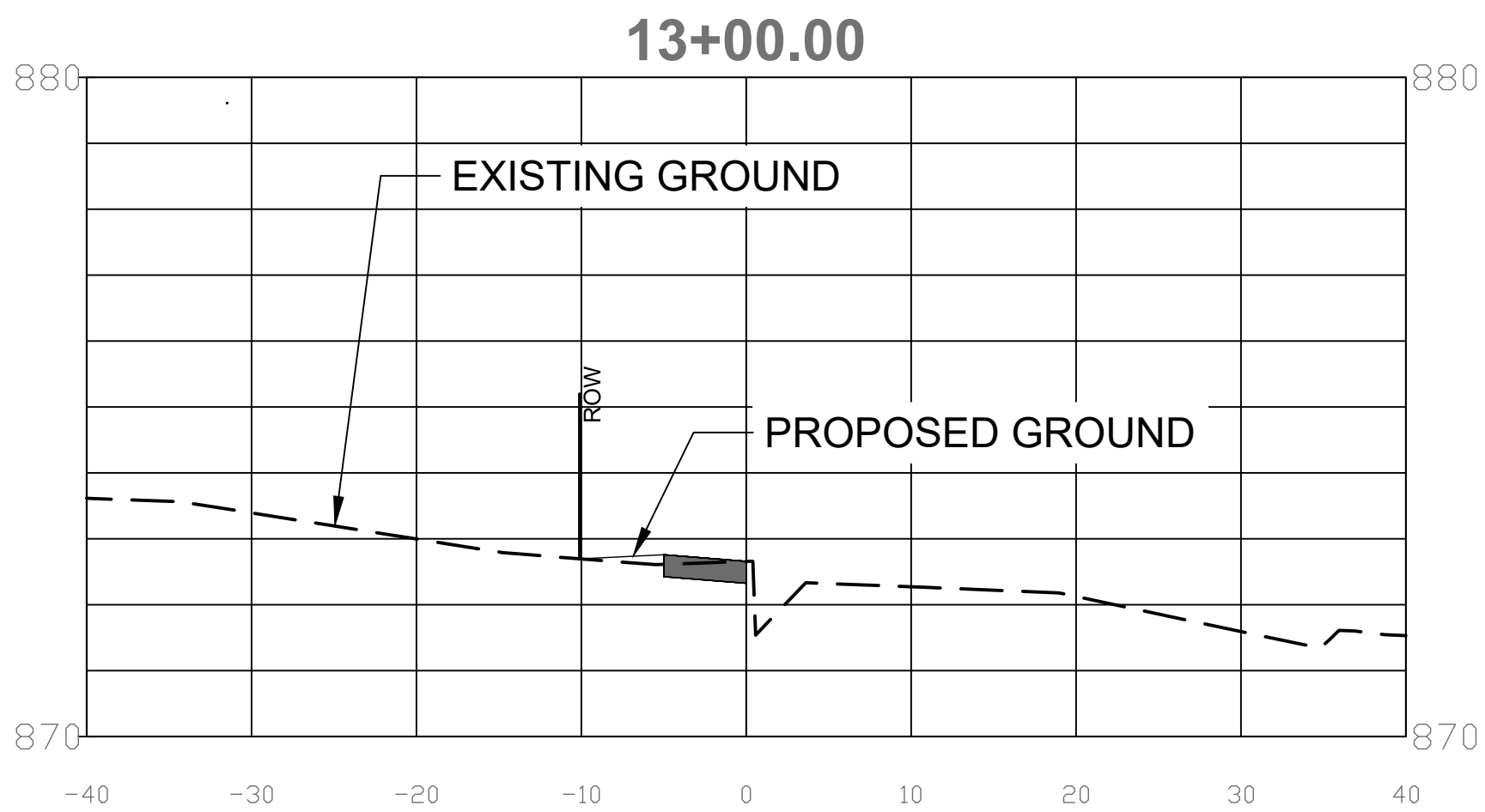
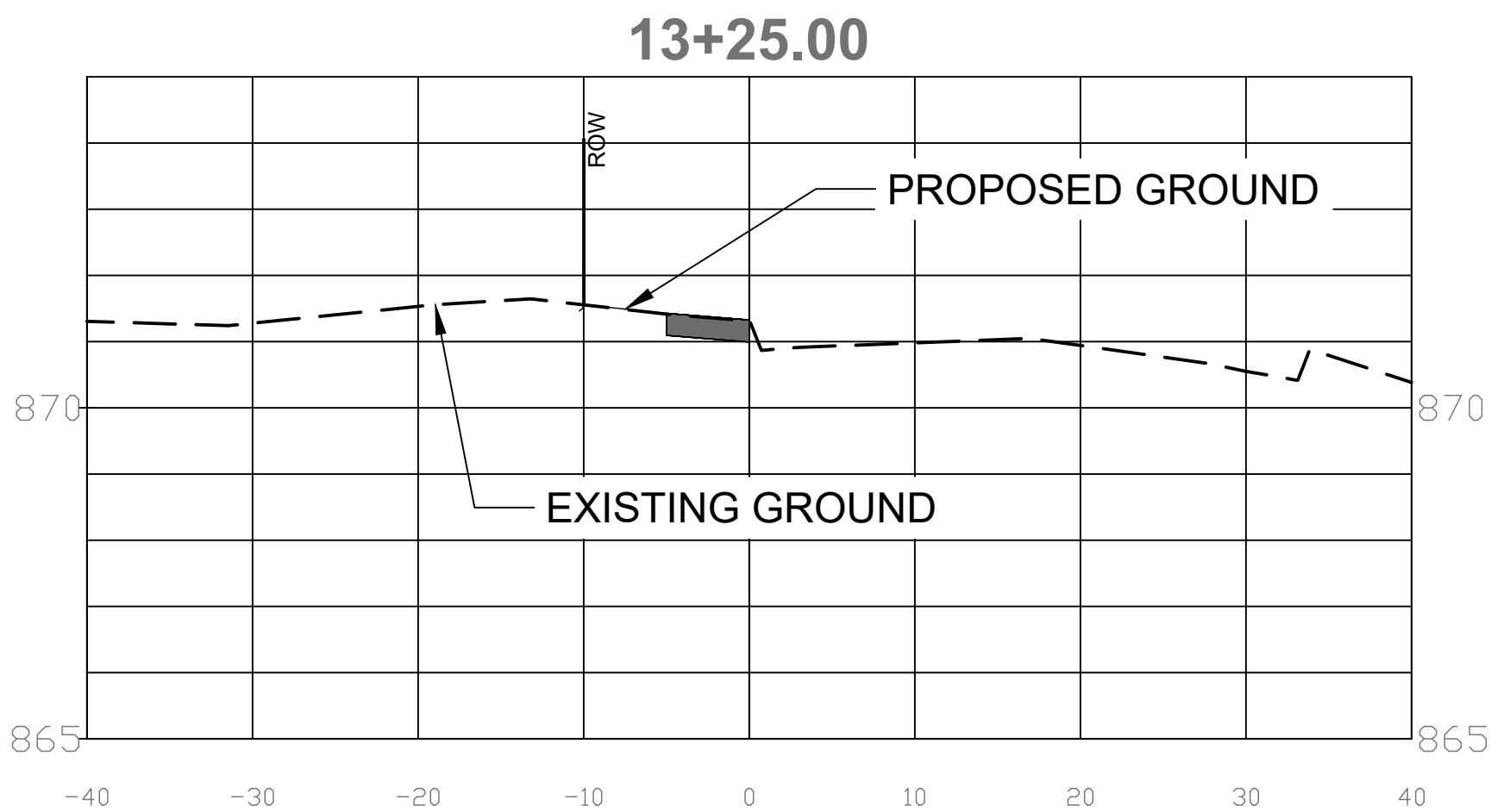
VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151
TEL: 816.702.8888
CERTIFICATE OF AUTHORITY:
E-2005002189-D

MISSISSIPPI CROSS SECTIONS

100% ISSUED FOR CONSTRUCTION

DESIGNED BY:	MRC
CHECKED BY:	VSM
DATE:	5/15/2025
SHEET:	14 OF 19

L:\Projects\2025\KC250523__KC\CAD\Drawings\DESIGN\Cross Sections - Mississippi.dwg



REVISION DESCRIPTION	
DATE	10/20/22
NO. REV.	1
DATE	1/19/24
NO. REV.	2
DATE	9/20/24
NO. REV.	3
DATE	12/20/24
NO. REV.	4
DATE	5/15/25
NO. REV.	5

5/15/2025

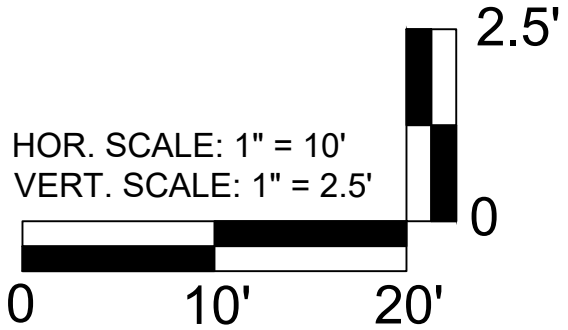
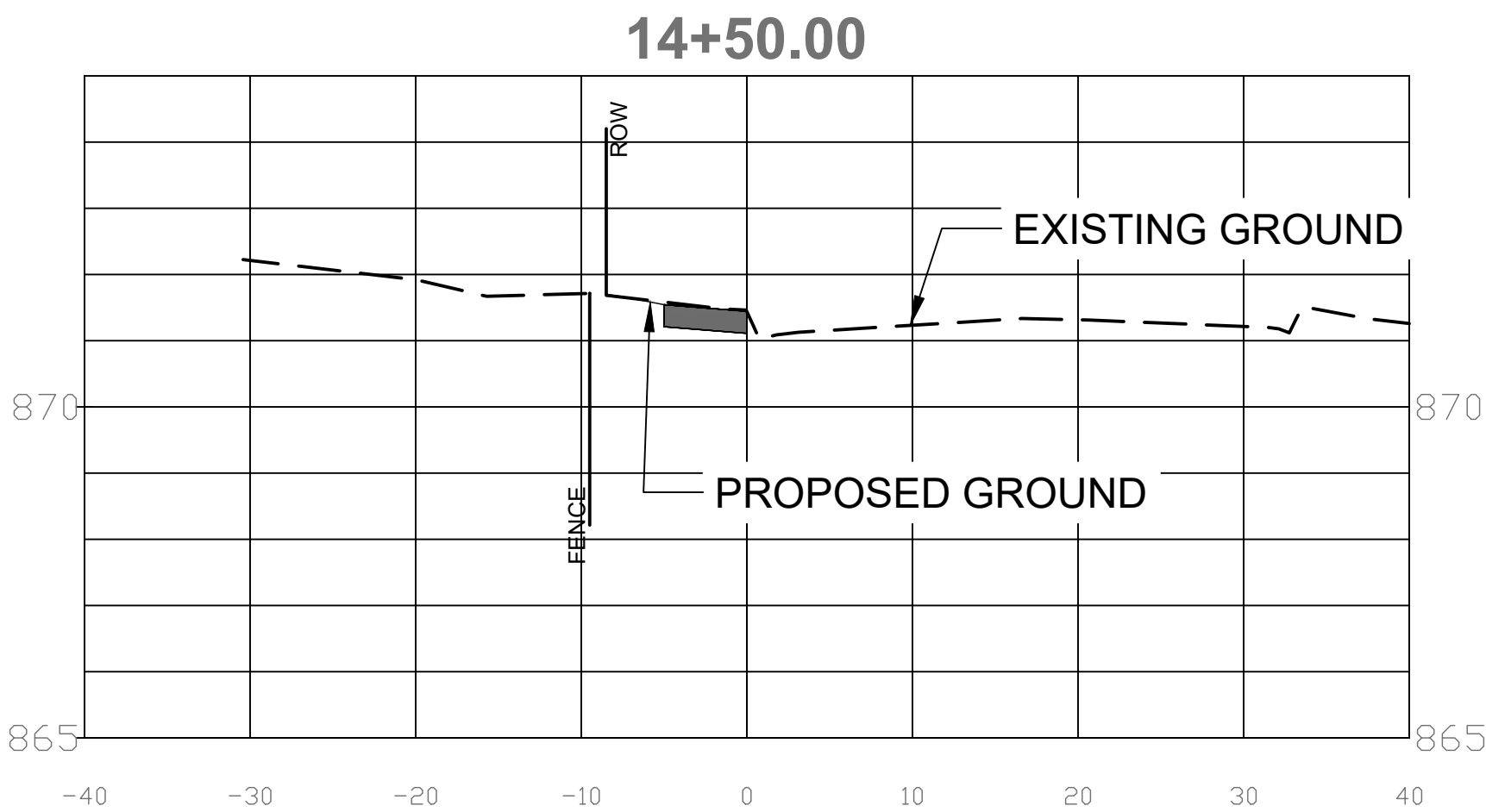
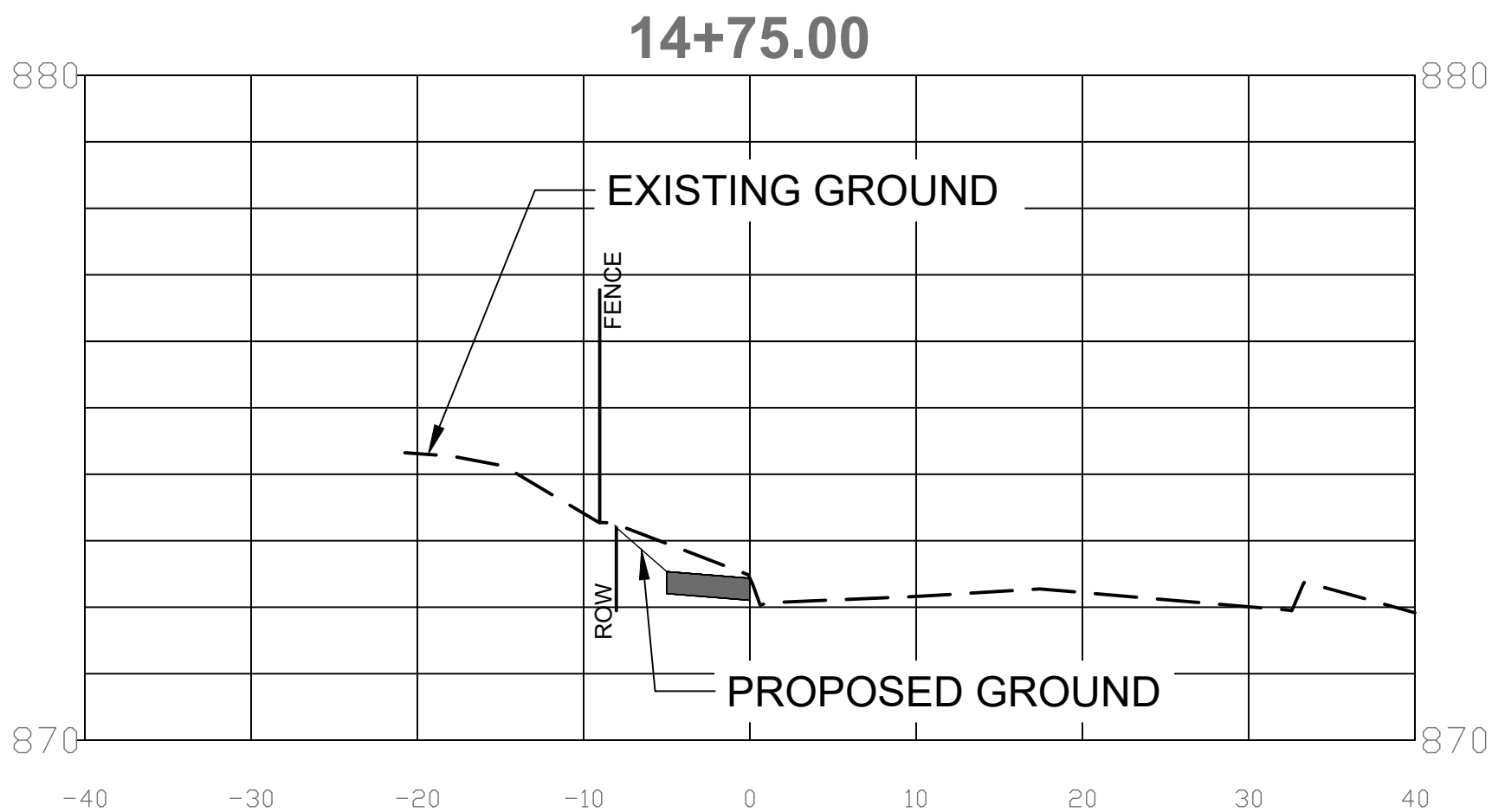
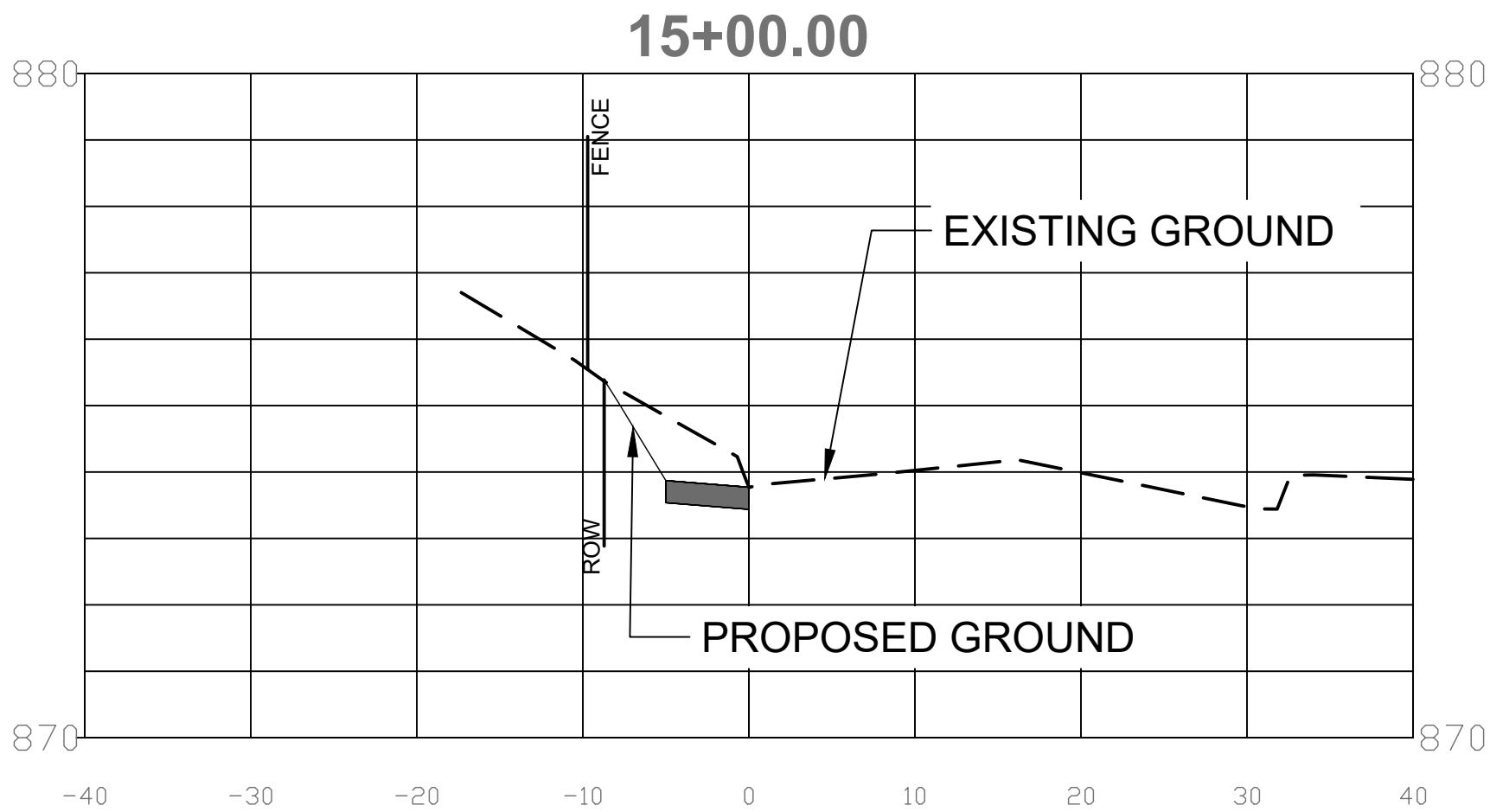
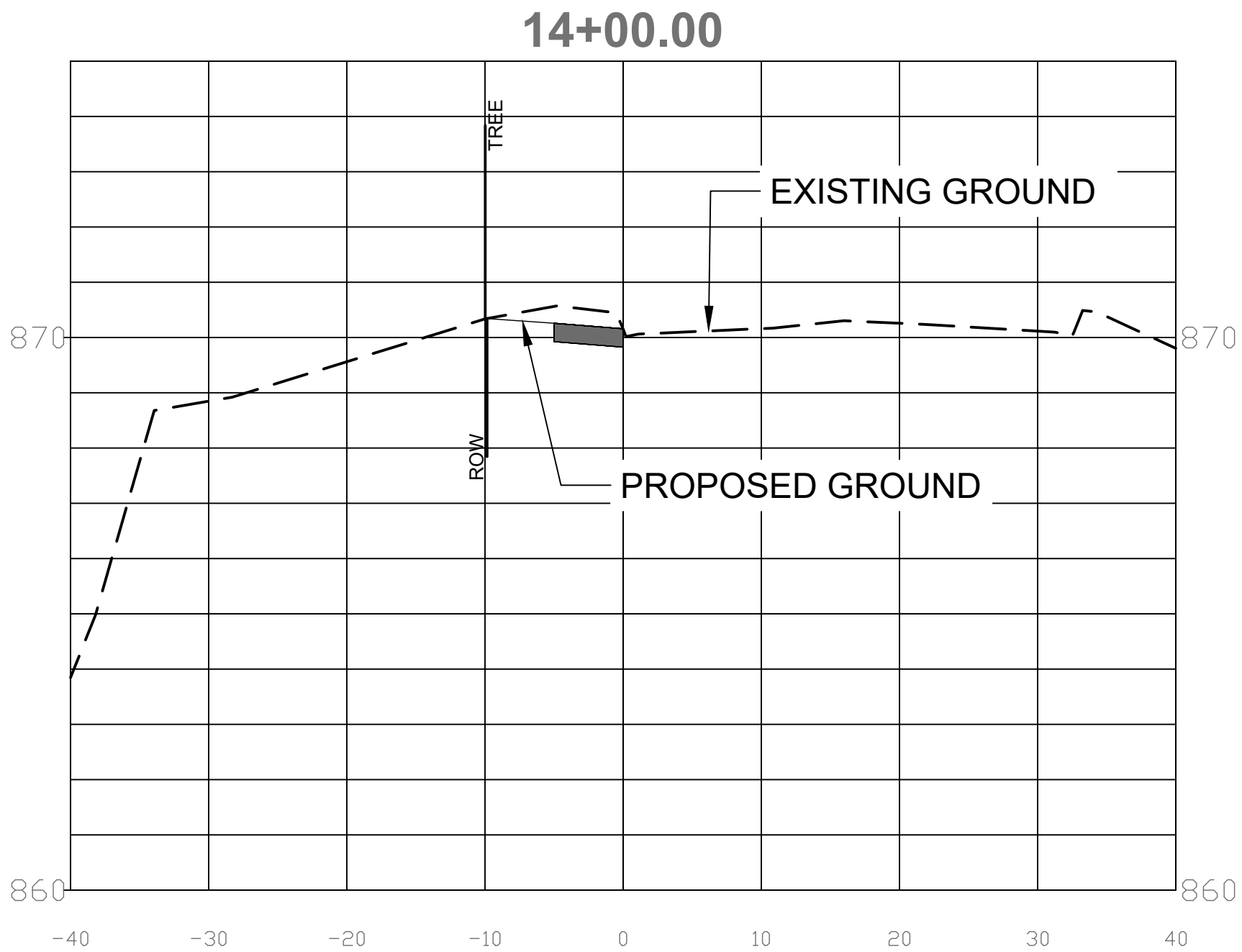
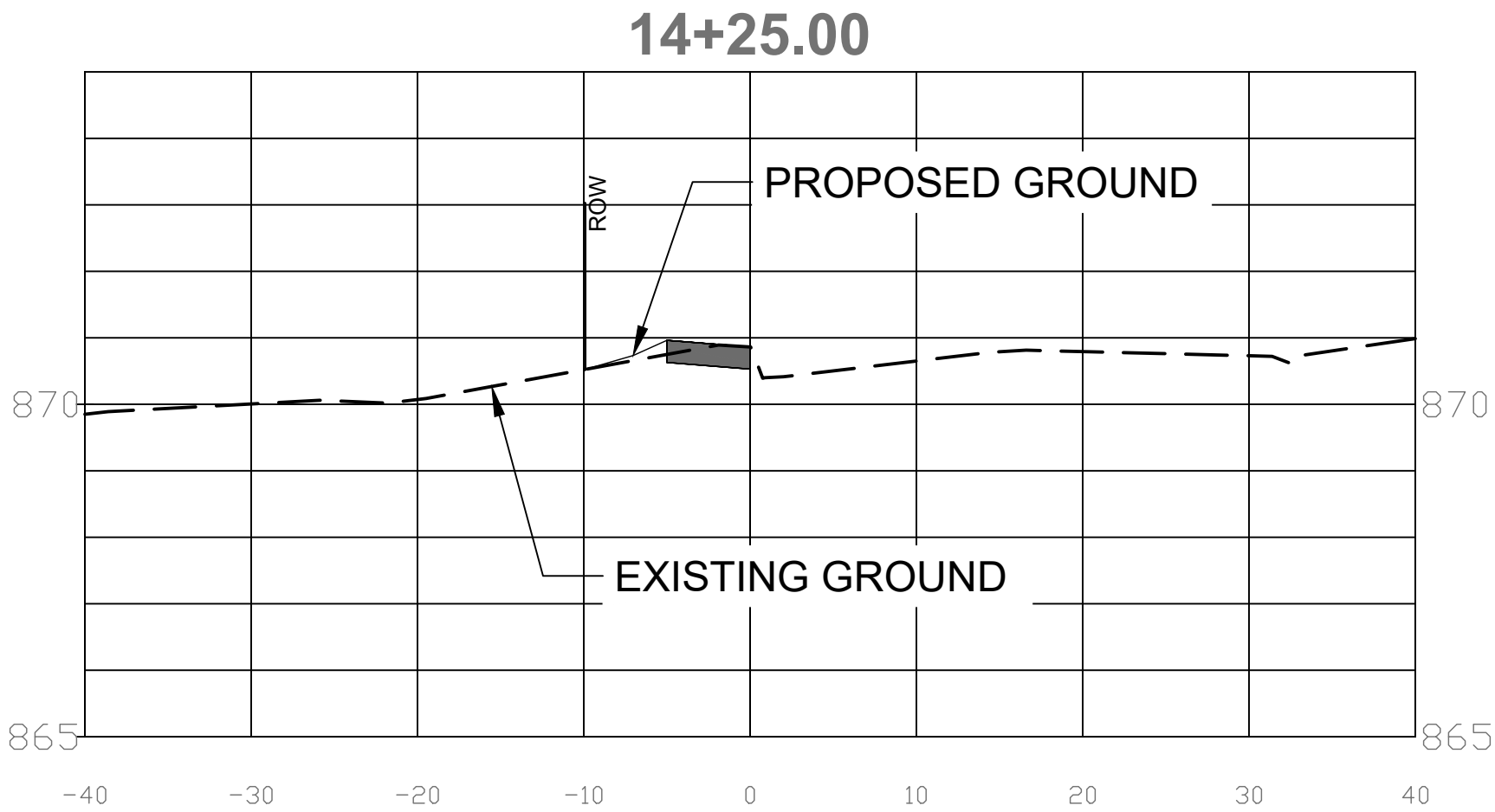
LIBERTY SIDEWALK IMPROVEMENTS

VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151
TEL: 816.702.8888
CERTIFICATE OF AUTHORITY:
E-2005002189-D

MISSISSIPPI CROSS SECTIONS

100% ISSUED FOR CONSTRUCTION	
DESIGNED BY:	MRC
CHECKED BY:	VSM
DATE:	5/15/2025
SHEET:	15 OF 19

L:\Projects\2025\KC250523__KC\CAD\Drawings\DESIGN\Cross Sections - Mississippi.dwg



NO. REV.

1

2

3

4

5

DATE

10/20/22

1/19/24

9/20/24

12/20/24

5/15/25

REVISION DESCRIPTION

30% SUBMITTAL

60% SUBMITTAL

100% SUBMITTAL

100% BID SUBMITTAL

100% ISSUED FOR CONSTRUCTION

LIBERTY SIDEWALK IMPROVEMENTS

VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151
TEL: 816.702.8888
CERTIFICATE OF AUTHORITY:
E-2005002189-D

MISSISSIPPI CROSS SECTIONS

100% ISSUED FOR CONSTRUCTION

DESIGNED BY:

MRC

CHECKED BY:

VSM

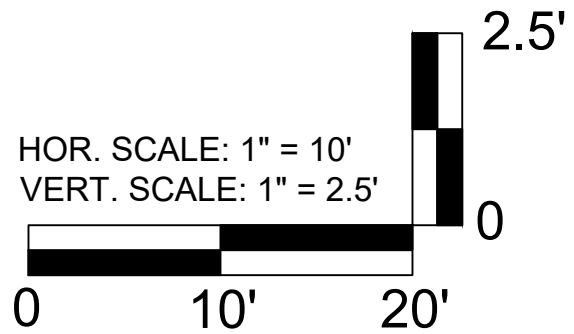
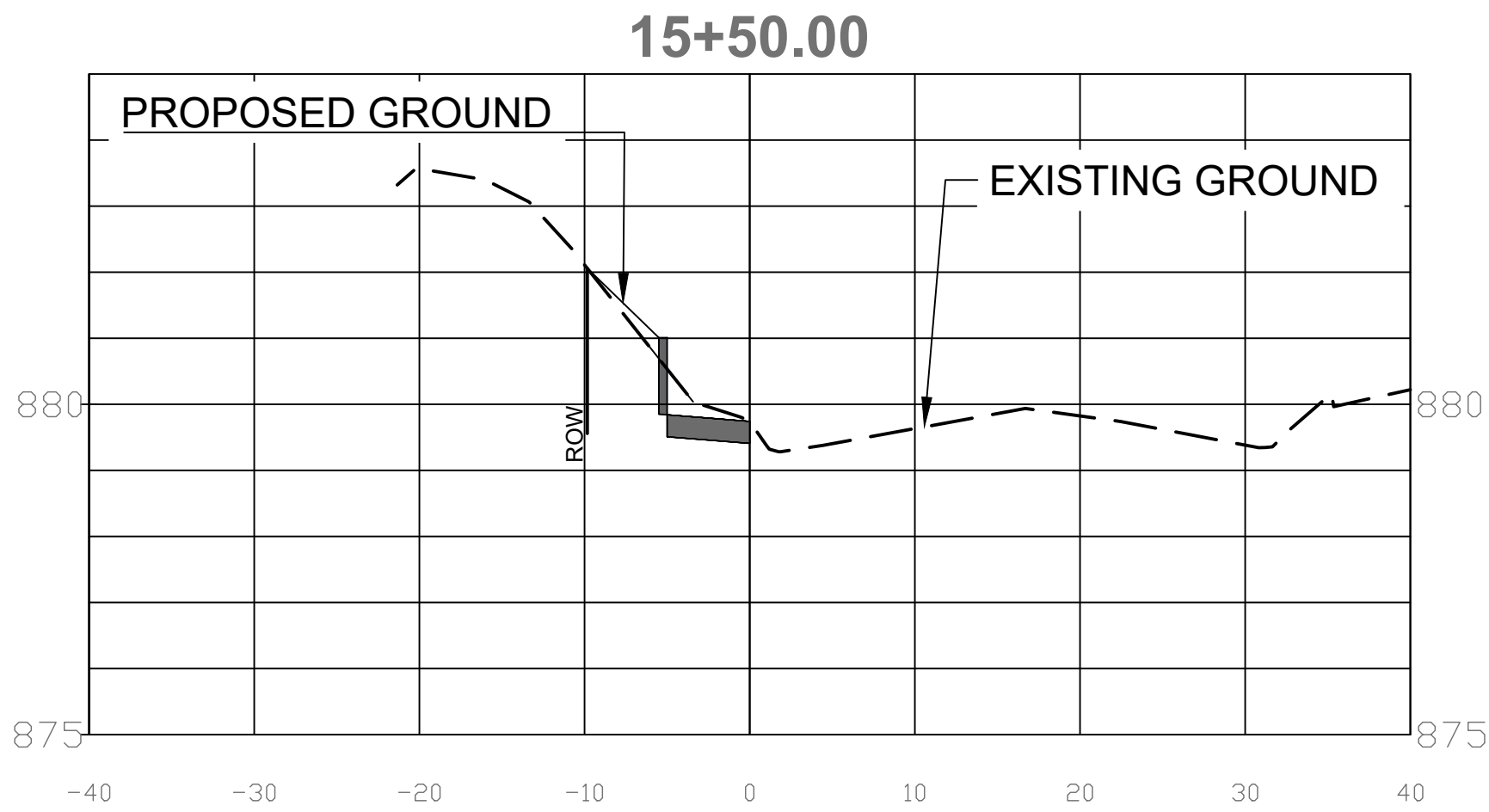
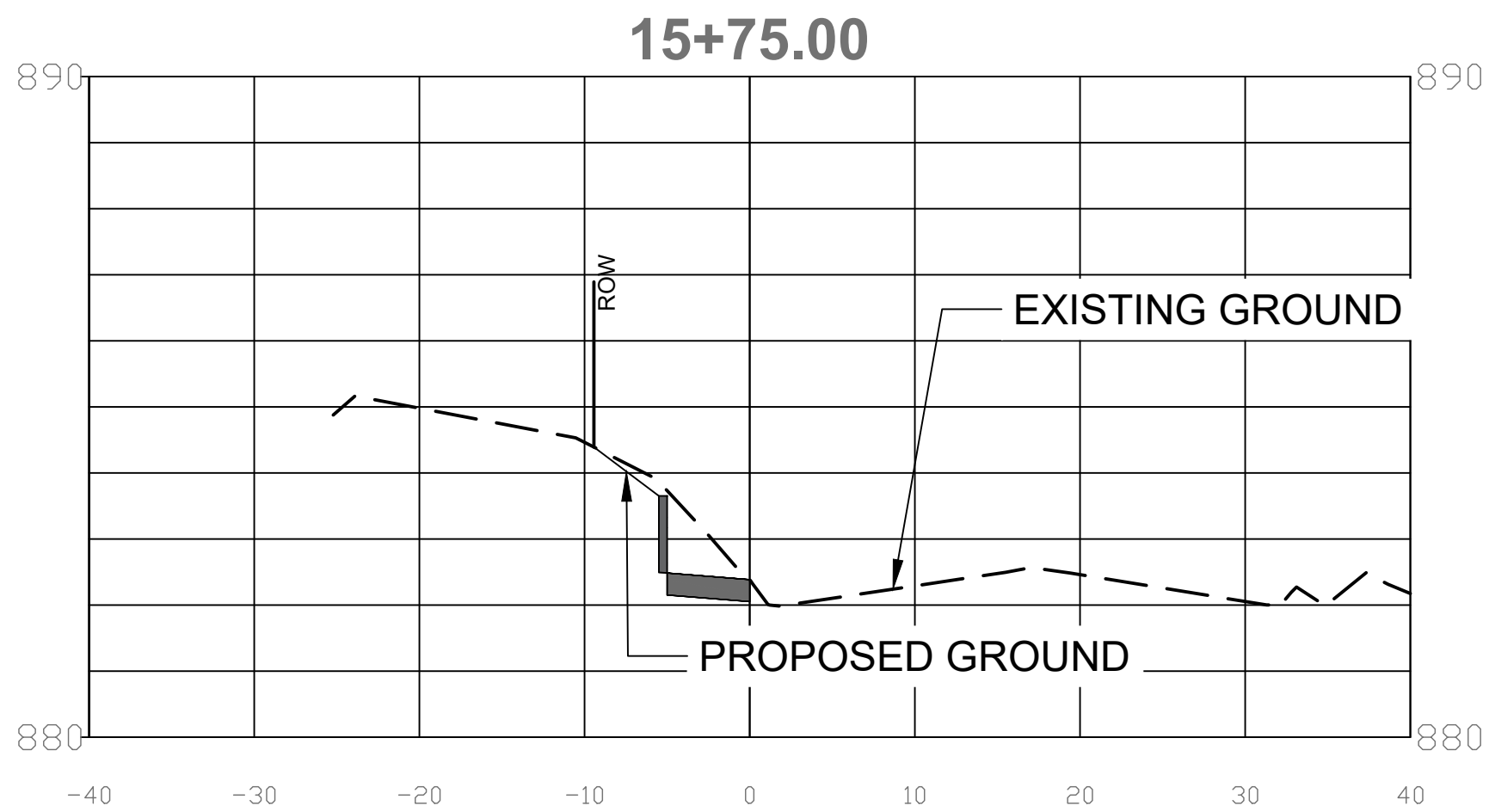
DATE:

5/15/2025

SHEET:

16 OF 19

L:\Projects\2025\KC250523__KC\CAD\Drawings\DESIGN\Cross Sections - Mississippi.dwg



NO. REV.

1

2

3

4

5

DATE

10/20/22

1/19/24

9/20/24

12/20/24

5/15/25

REVISION DESCRIPTION

30% SUBMITTAL

60% SUBMITTAL

100% SUBMITTAL

100% BID SUBMITTAL

100% ISSUED FOR CONSTRUCTION

STATE OF MISSOURI

VALERIE S. McCAW

NUMBER

PE-20030000016

PROFESSIONAL ENGINEER

5/15/2025

LIBERTY SIDEWALK IMPROVEMENTS

VSM ENGINEERING, LLC.
8008 NW CHATHAM AVE.
KANSAS CITY, MO 64151
TEL: 816.702.8888
CERTIFICATE OF AUTHORITY:
E-2005002189-D

MISSISSIPPI CROSS SECTIONS

100% ISSUED FOR CONSTRUCTION

DESIGNED BY:

MRC

CHECKED BY:

VSM

DATE:

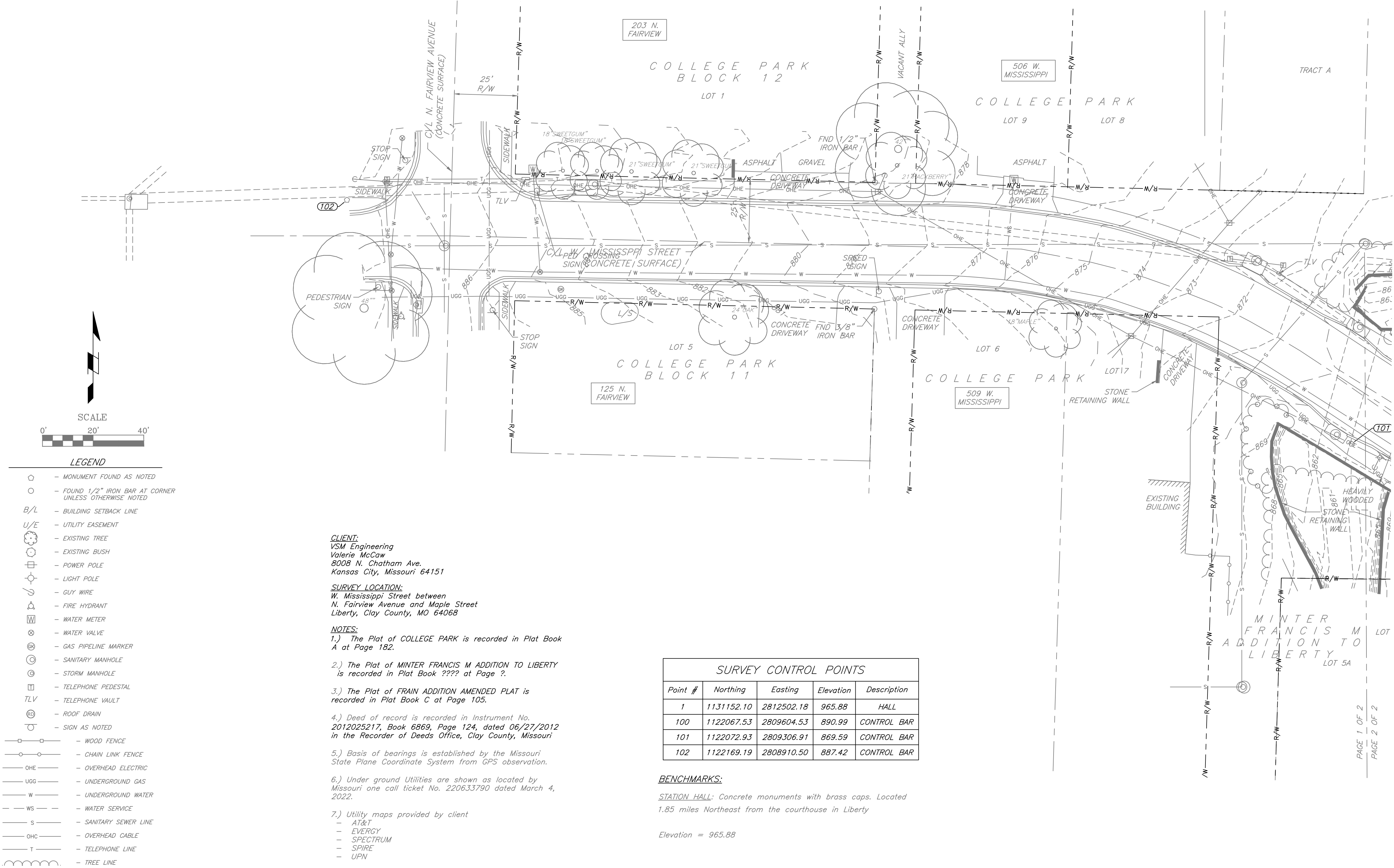
5/15/2025

SHEET:

17 OF 19

TOPOGRAPHIC SURVEY

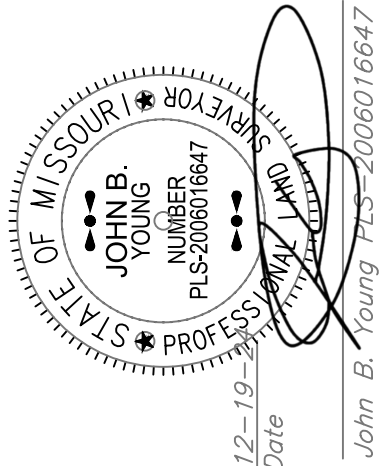
NW 1/4, SECTION 07, TOWNSHIP 51 NORTH, RANGE 31 WEST
CITY OF LIBERTY, CLAY COUNTY, MISSOURI



UTILITY NOTE:

The utilities on this survey are shown based on source information from plans and markings and were combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.

CERTIFICATION:
I hereby certify that this drawing is based on an actual field survey made by me or under my direct supervision on the 16th day of March, 2022 and that the results are correctly shown to the best of my knowledge and belief.



Location: \\192.168.100.10\Projects\22-01 Liberty Sidewalk\CAD\Drawings\DESIGN\5 Mississippi St Survey.dwg-Dec 19, 2024-1:34pm



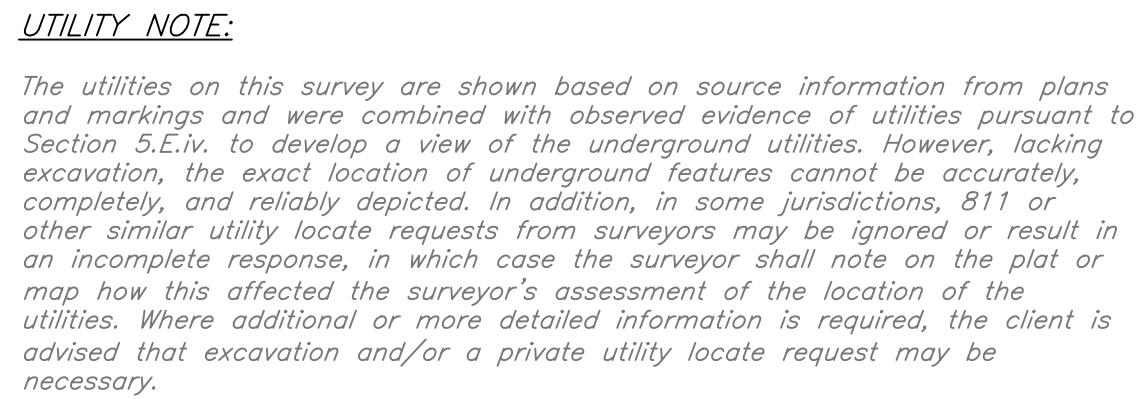
04-06-22

INITIAL SUBMITAL

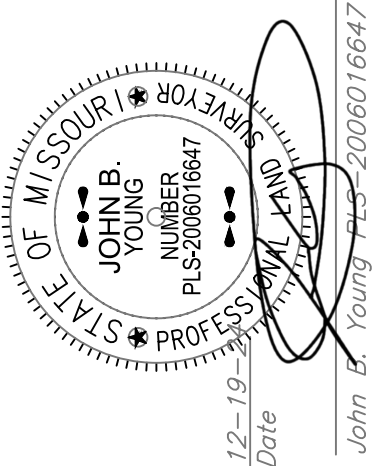
1

SHEET 1 OF 2

NW 1/4, SECTION 07, TOWNSHIP 51 NORTH, RANGE 31 WEST
CITY OF LIBERTY, CLAY COUNTY, MISSOURI



CERTIFICATION: *I hereby certify that this drawing is based on an actual field survey made by me or under my direct supervision on the 16th day of March, 2022 and that the results are correctly shown to the best of my knowledge and belief.*



Location: \\192.168.100.10\Projects\22-01 Liberty Sidewalk\CAD\Drawings\DESIGN\5 Mississippi St Survey.dwg-Dec 19, 2024-1:34pm

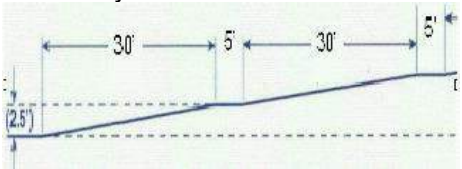
[illegible]

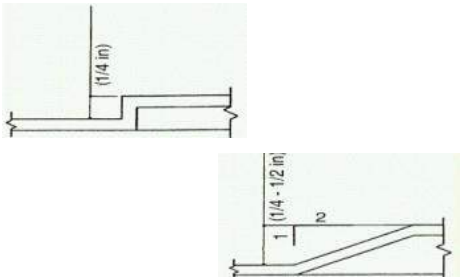
ADA CHECKLIST

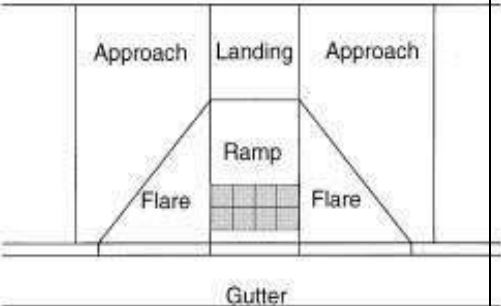
Revised October, 2022

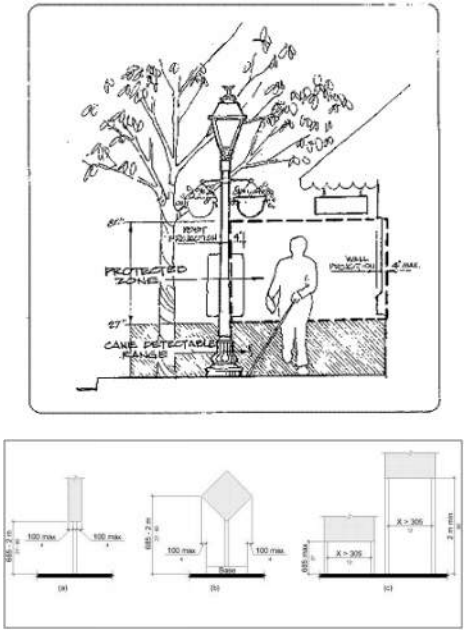
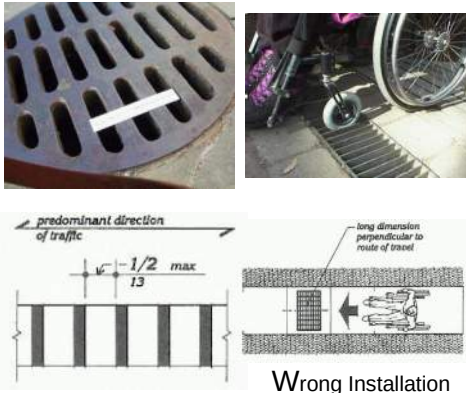
Job No. _____ Route _____ County _____ Location _____

Pedestrian Access Route				
Figures/Examples	Requirements ¹	YES	NO	NA
Sidewalk Width 	- The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb. - The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space. - Sidewalks shall be 5 feet wide minimum. ² - Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. ² - Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. ² - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
Passing Spaces	- Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum. - Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.			
Sidewalk Running Slope The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.	- The running slope of a pedestrian access route shall be 5 percent maximum. <u>Roadway Grade Exception:</u> Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway. - Running Slopes shall be measured using a calibrated 2 foot long digital level.			

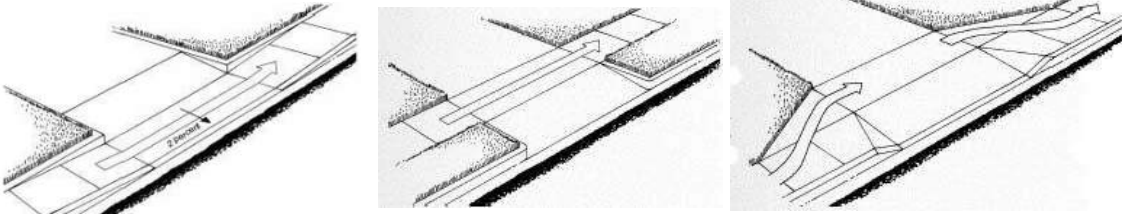
Figures/Examples	Requirements ¹	YES	NO	NA
Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.	• The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered) • 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent). • In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant. • Cross Slopes shall be measured using a calibrated 2 foot long digital level.			
Sidewalk Ramps For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run. 	• A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • Cross slope of ramp runs shall be 2 percent maximum. • The rise for any ramp run shall be 30 inches maximum. • Ramps shall have landings at the top and the bottom of each ramp run. • Ramp runs with a rise greater than 6 inches shall have handrails. • Handrails shall be provided on both sides of stairs and ramps. • Edge protection shall be provided on each side of ramp runs. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

Figures/Examples	Requirements ¹	YES	NO	NA
Vertical Alignment	- Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. - Grade breaks shall be flush. - Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. - Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.			
Changes in Level  	- Changes in level at grade breaks shall be flush. - Changes in level of ¼ inch high maximum shall be permitted to be vertical. - Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h. - The bevel shall be applied across the entire level change. - Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.			

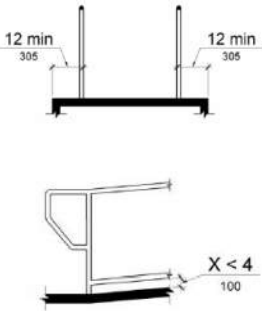
Figures/Examples	Requirements ¹	YES	NO	NA
Landing A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user. Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.  The diagram illustrates a cross-section of a pedestrian access route. It shows a central 'Landing' area flanked by 'Approach' areas. A 'Ramp' is shown within the landing area, with 'Flare' areas on either side. Below the landing area is a 'Gutter'.	• The landing clear width shall be at least as wide as the widest ramp run leading to the landing. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum. • The landing clear length shall be 5 feet long minimum. • Landing slopes shall be 2 percent maximum. • Changes in level at grade breaks shall be flush. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. <u>Roadway Grade Exception:</u> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.			

Figures/Examples	Requirements ¹	YES	NO	NA
	- Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes. - Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path. - Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3) - Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground. - Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground. - Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.			
 Wrong Installation	- Openings in floor and ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Lift holes for manhole/utility covers shall not have an opening greater than ½ inch. Plugging of holes greater than ½ inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.			

ENTRANCES (PROWAG R301)

Figures/Examples	Requirements ¹	YES	NO	NA
	- The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum. - Cross slope shall be 2 percent maximum. - Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition.² 			

EDGE PROTECTION (PROWAG R406.8)

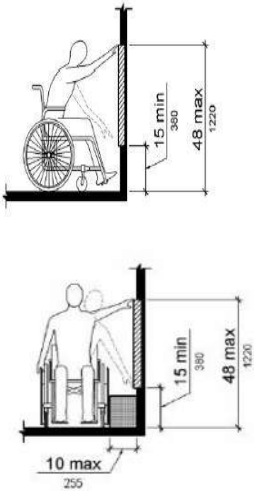
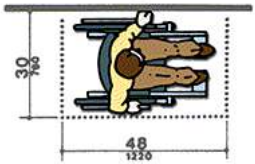
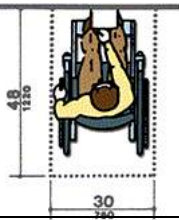
Figures/Examples	Requirements ¹	YES	NO	NA
	- Edge protection shall be provided on each side of ramp runs and at each side of ramp landings. - A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface. - Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail. - Edge protection shall not be required on curb ramps and their landings. - Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10. - Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area.			

HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)				
Figures/Examples	Requirements ¹	YES	NO	NA
	- The clear width of walking surfaces shall be 4.0 feet minimum. - Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps. - Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs. - Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces. - Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum. - Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum. - Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum. - Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges. - Handrails shall not rotate within their fittings. - Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run. - At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. - At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. - See Edge Protection section above (also PROWAG 406.8) for additional details.			

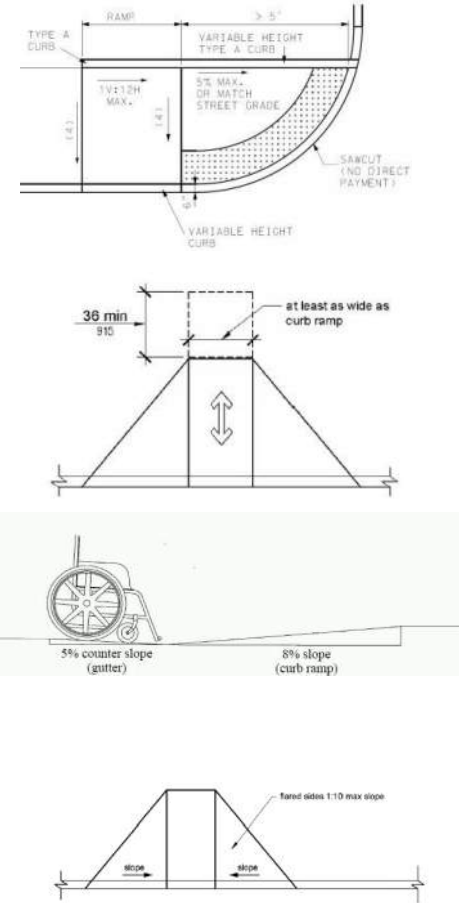
STAIRWAYS (PROWAG R407)

Figures/Examples	Requirements ¹	YES	NO	NA
	- All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum. - Open risers are not permitted. - The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below. - Stairs shall have handrails complying with PROWAG 2005 R408.			

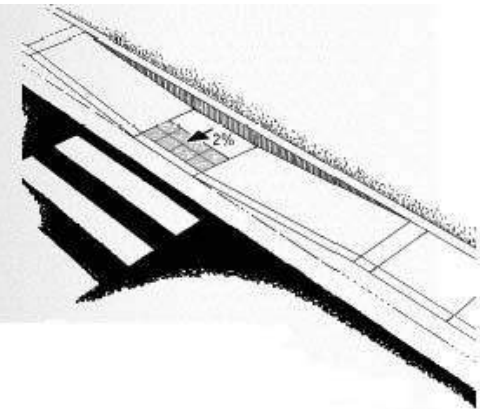
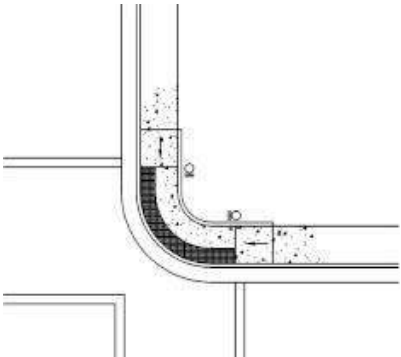
UNOBSTRUCTED REACH RANGES (PROWAG R406)

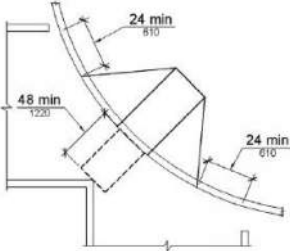
Figures/Examples	Requirements ¹	YES	NO	NA
	Forward Reach - Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. Side Reach - Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground. - EXCEPTION: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3) Parallel Approach  Forward Approach 			

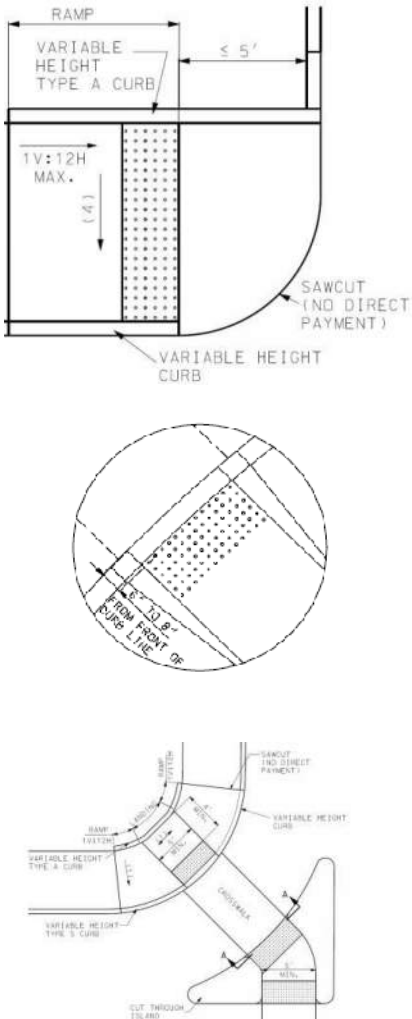
CURB RAMPS (PROWAG R303)

Figures/Examples	Requirements ¹	YES	NO	NA
A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.  15 Foot Rule: For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.	- The clear width of ramps, excluding the flares, shall be 4.0 feet minimum. - Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. Exception: 15 Foot Rule: The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length. - Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered) - The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. - Ramps shall have landings at the top and the bottom of each ramp run. - The landing clear width shall be at least as wide as the widest ramp run leading to the landing. - The landing clear length shall be 5.0 feet long minimum. - Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum. - Handrails and Edge protection shall not be required on curb ramps and their landings. - Curb height = 0 inches within curb ramp spaces. 2 - Curb ramps must be flush with street. - The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5) - The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level. - Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp. - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12. - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. - Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.			

Figures/Examples	Requirements ¹	YES	NO	NA
Perpendicular Ramps X = 4' Min. Flared Sides in Pathway Flared Sides Not in Pathway <u>Roadway Grade Exception:</u> Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.	- Perpendicular curb ramps shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles. - The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. - The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. - The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered) - The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. <u>Roadway Grade Exception:</u> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. - A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space. - Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp. - If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.) - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. - Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.			

Figures/Examples	Requirements ¹	YES	NO	NA
 Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.	• Parallel curb ramps shall have a running slope that is in-line with the direction of sidewalk travel. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered) <u>Roadway Grade Exception:</u> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space. • Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
	• Blended Transitions shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum. • The clear width blended transitions, excluding flares, shall be 4.0 feet minimum. • Detectable warning surfaces shall be provided where a blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

Figures/Examples	Requirements ¹	YES	NO	NA
 	• Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board. • Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. • The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway. • Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings. • Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing. <u>Roadway Grade Exception:</u> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.			

DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)				
Figures/Examples	Requirements ¹	YES	NO	NA
A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way. 	• Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light. • Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street. • Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing. • Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb. • Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. ² • Detectable warnings shall not be stamped into concrete.			

ISLANDS AND MEDIANS (PROWAG R305.4)

Figures/Examples	Requirements ¹	YES	NO	NA
 (a) cut through at island (b) curb ramp at island	- Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk. - Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides. - All median island passage spaces shall provide a clear width of 5 feet minimum. ² - Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel. Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. - Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings. - Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap. - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions. - Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306 and EPG 902.6.1 – EPG 902.6.15)

Figures/Examples	Requirements ¹	YES	NO	NA
    	- Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval at new signalized intersections and shall be considered at existing intersections being altered or are needing maintenance applications. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. - Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line. - Accessible pedestrian pushbuttons shall be located within a reach range complying with EPG 642. - A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route. Roadway Grade Exception: Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route. - Pedestrian signals shall comply with PROWAG 2005 R306 and EPG 902.6.1 through 902.6.15. - Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 3.5 pounds to activate operable parts. - The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves. - The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line. - For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart. - Pushbuttons are located at a height of approximately 42 inches, but no higher than 48 inches from the ground and within 10 inch reach from a level paved clear floor or ground space with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches. - Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.			

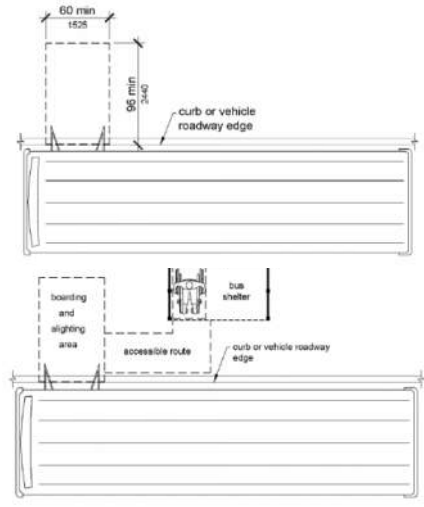
PEDESTRIAN STREET CROSSINGS (PROWAG R305 and EPG 642)

Figures/Examples	Requirements ¹	YES	NO	NA
 	• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island. • Marked crosswalks shall be 6 feet wide minimum. • The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required. • A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control. • Crossings with Stop Control: The cross slope shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk. • Accessible pedestrian signals and pedestrian pushbuttons provided at pedestrian crossings with pedestrian signals (See EPG 642 for applicability) shall comply with EPG 902.6.8 through 902.6.15. Operable parts shall comply with EPG 902.6.9 – 902.6.15. • Crosswalk pavement marking is 6 inches wide white. • Stop bar is at minimum 4 feet from the crosswalk. • Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.			

ALTERNATE CIRCULATION PATH (PROWAG R302)

Figures/Examples	Requirements ¹	YES	NO	NA
	• Alternate circulation paths shall contain a pedestrian access route. • To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route. • Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66. • Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4). • A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface. • Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface. • Support members shall not protrude into the alternate circulation path.			

BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)

Figures/Examples	Requirements ¹	YES	NO	NA
	• Bus stop boarding and alighting areas shall have a firm, stable surface. • Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway. • Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route. • Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent. • Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter. • Bus shelters shall be connected by an accessible route to a boarding and alighting area.			

¹ Any “NO” answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked “NO”. These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

² A MoDOT requirement.

Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

US Access Board PROWAG

R202.3.1 Prohibited Reduction in Required Access. An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

Inspector Name: _____ Inspector Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____ Resident Engineer or Area Engineer Signature:	Date:
Distribution: ☐ Project Office ☐ District Permit Office	

SAMPLE

ADA EXCEPTIONS DOCUMENTATION

Job No. _____ Route _____ County _____ Location _____

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

Inspector Name: _____	
Inspector Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date:
Distribution: ☐ Project Office ☐ District Permit Office	

Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

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

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

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

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

CONTRACTOR

By: _____
[signature]

Print Name

Its: _____
[list title]

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

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

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

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

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

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

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

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



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 14, 2025
A/R No.: 2025-218

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: Ordinance accepting permanent public easements for the sidewalk improvements for Mississippi Street from Fairview Avenue to Maple Street City Project No. 21-025

Summary:

- Permanent sidewalk easements have been acquired by staff for the Mississippi sidewalk project.
- Acquired permanent easements require formal acceptance by the City Council.

Background:

To facilitate the sidewalk improvements for Mississippi Street from Fairview Avenue to Maple Street City Project No. 21-025, a permanent sidewalk easement was acquired from one property owner at a select location where there were no feasible design alternatives.

The following permanent easement was acquired at a negotiated cost to the City of Liberty:

James B. Stevenson and Barbara SWE	\$1,000.00
Stevenson	

SWE = Permanent Sidewalk Easement

This public easement has been executed and requires formal acceptance by the City Council.

Staff recommends acceptance of a public easement.

Previous Action (if applicable):

- CSTOC approval February 2022
- City Council approved a design contract with VSM Engineering on February 28, 2022 (Ordinance No. 11556)
- City Council approved an amendment to Ordinance No. 11556 on February 27, 2023 (Ordinance No. 11723)
- City Council approved an amendment to Ordinance No. 11556 on May 08, 2023 (Ordinance No. 11771)

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: February 9, 2022
---	---

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

Financial Considerations:

X Budgeted:	Line Item: 352-57033-201-000000	Amount: \$1,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance accepting easements for Mississippi Street City Project 2025-218
2. Easement Mississippi

Document No. _____

ORDINANCE NO. _____

ORDINANCE ACCEPTING PERMANENT PUBLIC EASEMENTS FOR THE SIDEWALK
IMPROVEMENTS FOR MISSISSIPPI STREET FROM FAIRVIEW AVENUE TO MAPLE
STREET CITY PROJECT NO. 21-025

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 accepts permanent easement for sidewalk from James B. Stevenson and Barbara Stevenson at a cost of \$1,000.00 for the sidewalk improvements for Mississippi Street from Fairview Avenue to Maple Street City Project No. 21-025. A copy of said assignments of public easement are attached hereto and made a part hereof as though more fully set out herein.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby directs said public assignment of pre-recorded easements to be filed with this ordinance after being recorded with the Office of the Recorder of Deeds of Clay County, Missouri.

SECTION III

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

EASEMENT FOR SIDEWALK FACILITIES

INDIVIDUAL
S-07 T-51N R-31W

THIS AGREEMENT, made this 5th day of May 2025, by and between: James B. Stevenson and Barbara Stevenson, a married couple, hereinafter called the **GRANTOR**, and THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI, **GRANTEE**, **GRANTEE'S mailing address 101 E. Kansas Street, Liberty, MO 64068.**

WITNESSETH, that the **GRANTORS**, for and in consideration of \$1.00 and other valuable consideration received, and the advantages to be gained from the existence of such sidewalk facilities and appurtenances thereon, does hereby grant unto the **GRANTEE**, a permanent easement and license to locate, construct, reconstruct, maintain, remove, operate, replace and repair, and to authorize the location, construction, reconstruction, maintenance, removal, operation, replacement and repair any and all appurtenances incident thereto over, upon, under and through the following described tract of land lying, being and situated in said City of Liberty, Clay County, Missouri, to wit:

(See EXHIBIT A)

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns, as follows:

1. Said easement tract will be kept free from buildings and any other structures or obstructions which will interfere with the GRANTEE in entering upon said land for the purpose of reconstructing, operating, repairing, replacing, and maintaining such sidewalk facilities and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the GRANTOR to be performed which will interfere with or jeopardize or threaten the normal and proper operation and maintenance of such sidewalk facilities and appurtenances.

2. The right of GRANTEE, its agents, servants, employees, or independent contractors to go upon said land at any time for the purpose of reconstructing, operating, repairing, or maintaining said sidewalk facilities and all appurtenances incidental thereto.

1 of 3

EASEMENT FOR SIDEWALK FACILITIES – James and Barbara Stevenson

3. The GRANTEE, its successors and assigns, shall be kept free of all claims for damages on said described area by reason of the rights herein conveyed by GRANTOR, and the GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder, and that GRANTOR will forever warrant and defend the title thereto against the lawful claims of all affecting the rights and easement granted hereunder.

As part of the consideration for this grant, the GRANTOR, does hereby release GRANTEE, its agents, servants, employees, or independent contractors from any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted, except any damage caused by an act of negligence on the part of the GRANTEE.

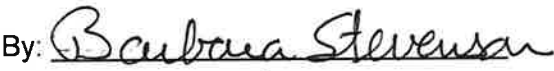
For the same consideration, GRANTEE shall have the right at all times to go upon the land herein described to maintain, operate, replace and repair such sidewalk facilities and any and all appurtenances incident thereto.

(SIGNATURE PAGE BELOW)

IN TESTIMONY WHEREOF, the said **GRANTOR** has set hand and seal the day and year first above written.

GRANTORS:

By: 
JAMES B STEVENSON
(Insert Printed Name)

By: 
Barbara Stevenson
(Insert Printed Name)

STATE OF Missouri)
)SS
COUNTY OF Clay)

On this 5th day of May, 2025 before me, personally appeared James B Stevenson and Barbara Stevenson, a married couple, to me known to be the person(s) described in and who executed the foregoing instrument; and acknowledged that they executed said instrument to be the free act and deed of said person(s).

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Liberty, the day and year last above written.


Notary Public in and for said County and State

My term expires: 6/21/2028



EXHIBIT A

RIGHT-OF-WAY EASEMENT DESCRIPTION:

A tract in Lot 1, Block 12, COLLEGE PARK, a subdivision in the City of Liberty, Clay County, Missouri, being more particularly described as follows, prepared on March 5, 2025, by John B. Young, PLS-2006016647:

Beginning at the Southwest corner of said Lot 1;

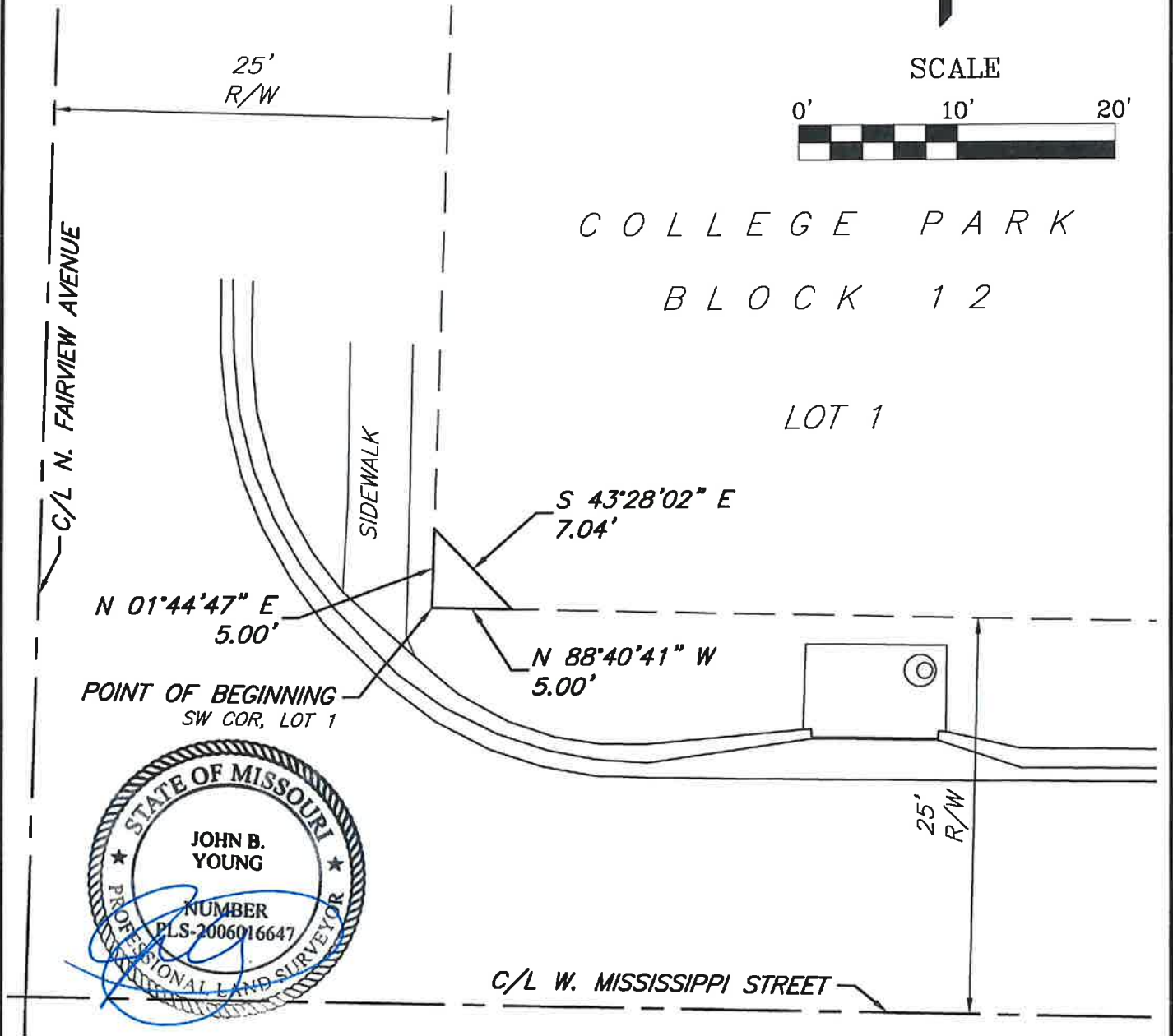
Thence North 01°44'47" East along the West line of said Lot 1, 5.00 feet;

Thence South 43°28'02" East, 7.04 feet to the South line of said Lot 1;

Thence North 88°40'41" West along said South line, 5.00 feet to the Point of Beginning.

Contains 12.50 square feet more or less.





Location: S:\22.066 - Liberty Sidewalk Project\DRAWINGS\2025.02.05-RW EASEMENT\22.066BEXH.dwg-Mar 05, 2025-11:43am



J & J
SURVEY
LLC

6500 NW TOWER DR., SUITE 102 • PLATTE WOODS, MO 64151
PHONE (816)741-1017 • FAX (816)741-1018

RIGHT-OF-WAY EASEMENT EXHIBIT

LOT 1, BLOCK 12, COLLEGE PARK
CITY OF LIBERTY, CLAY COUNTY,
MISSOURI



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 14, 2025
A/R No.: 2025-219

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: Ordinance approving a contract with Heartland Traffic Services, Inc. for the City of Liberty 2025 Pavement Marking Project (25-015) in an amount of \$219,723.55 with authorization for a spending amount not to exceed \$241,723.55

Summary:

- Ordinance approving a contract with Heartland Traffic Services, Inc. for pavement centerline, edge line, symbol marking, intersection and crosswalk striping of existing roadways, Project No. 25-015
- Contract amount of \$219,723.55
- Contingency amount of \$22,000.00

Background:

City staff advertised a bid for striping services (pavement marking) on June 12, 2025, and received bids on July 2, 2025. There was one bid received from Heartland Traffic Services, Inc. for \$219,723.55.

The project will provide marking improvements to locations with faded street markings. Heartland Traffic Services is a known provider of pavement markings within the Kansas City Metro Area. Previous premiere marking companies within the area were Twin Traffic Marking, K&G Striping and Traffic Zone Services and they have all been consolidated under Heartland Traffic Services. Heartland Traffic Services performed the 2022, 2023 and 2024 striping projects and has served as the subcontractor for striping associated with the 2022, 2023 and ongoing 2025 overlay projects.

The roadways that have been identified for this project are as follows:

Street	From	To
Kansas St. (North Side i.e. West Bound)	MO-291	Western City Limits
Birmingham Rd.	Holt Dr.	South Liberty Parkway
Ruth Ewing Dr.	Birmingham Rd.	MO-291
S. Stewart Rd.	Southern City Limits	Conistor St.
Conistor St.	Victory Dr.	Star Dr.
Blue Jay Dr.	Victory Dr.	Star Dr.
Forest Ave.	Crossroads W.	Kansas St.
Frontage Rd.	Kansas St.	Private Drive
Intersection of B&H Hwy	-	-
Downtown Liberty	-	-

Cross Walks N. Church Rd.	Southern City Limits	Oakwood Ln.
------------------------------	-------------------------	-------------

The products proposed for usage consist of water-based paint, methyl methacrylate (MMA), thermoplastic (thermo), depending on site location and usage.

This report and subsequent Ordinance recommends approval of a contract with Heartland Traffic Services, Inc. for an amount of \$219,723.55 with additional funding authorization of \$22,000.00 for a total requested authorization amount of \$241,723.55. The amount requested for approval includes both the contract amount of \$219,723.55 and the addition of an approximate 10% contingency (\$22,000.00). Contingency is requested for the following reasons:

- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in the total bid price.
- It allows quick action in the event of emergency issues that may develop over the length of the contract.

The Citizens Sales Tax Oversight Committee approved this project at the June 2025 meeting.

Staff recommends approval of a contract with Heartland Traffic Services, Inc. for the City of Liberty 2025 Pavement Marking City Project (25-015) in an amount of \$219,723.55 with additional funding authorization of \$22,000.00 for a total requested authorization amount of \$241,723.55.

Previous Action (if applicable):

- CSTOC Approval June 2025

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: June 2025
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 351-70023-201-000000	Amount: \$241,723.55
		Line Item:	
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Ordinance approving a contract with Heartland Traffic Services Pavement Markings City Project 2025-219
2. 25-015 Contract Manual_Signed

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH HEARTLAND TRAFFIC SERVICES, INC. FOR THE CITY OF LIBERTY 2025 PAVEMENT MARKING PROJECT (25-015) IN AN AMOUNT OF \$219,723.55 WITH AUTHORIZATION FOR A SPENDING AMOUNT NOT TO EXCEED \$241,723.55

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and Heartland Traffic Services, Inc. for City of Liberty 2025 Pavement Marking Project 25-015 with a bid amount of TWO HUNDRED NINETEEN THOUSAND SEVEN HUNDRED TWENTY THREE AND 55/100 DOLLARS (\$219,723.55), with authorization to spend up to TWO HUNDRED FOURTY ONE THOUSAND SEVEN HUNDRED TWENTY THREE AND 55/100 DOLLARS (\$241,723.55), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

City of Liberty, Missouri
CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT, made and effective as of _____, 2025, by and between the **City of Liberty**, a Missouri municipal corporation, hereinafter referred to as "CITY", and Heartland Traffic Services, Inc, located at 626 N 47th Street, Kansas City, KS 66102 hereinafter referred to as "CONTRACTOR,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following Project of City: 2025 Pavement Marking Project (25-015)

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Agreement and attached **City of Liberty General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

☐ a sum not to exceed _____.

or (if above box is not checked):

☒ such amount as is set forth on an attached Exhibit A that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows: _____.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

The City reserves the right, but shall not be bound to, retain 5% of each invoice as retainage. Retainage, if held, is to be released in whole upon final completion.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Agreement shall be completed in a reasonable manner, as defined within Exhibit A, and shall be performed so as not to delay or hinder City's schedule for the Project. Failure to complete the Work in a reasonable manner, as defined within Exhibit A, shall result in a reduction in the amount due the Contractor under this Agreement in the amount of \$100.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

CONTRACTOR

CITY OF LIBERTY, MISSOURI

By: 

By: _____

Mayor, Greg Canuteson

Title: Preston Green, Chief Estimator

DATED: 07/01/25

DATED: _____

ATTEST: _____

**CITY OF LIBERTY
CONTRACTING SERVICES AGREEMENT
GENERAL CONDITIONS**

1. Independent Contractor.

The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

2. Compliance with Laws.

The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.

OSHA

If applicable to any Work undertaken as part of this Contract, Consultant and any subcontractor shall require all on-site employees to complete the ten-hour training program required under § 292.675.2 RSMo. such employees must hold documentation of prior completion of the program and shall be subject to such penalties as provided in § 292.675.4 RSMo.

Prevailing Wage (ONLY APPLICABLE WHEN CONTRACT IS VALUED AT \$75,000.00 OR ABOVE)

Consultant further agrees, to the extent applicable to any Work undertaken as part of this Contract, to pay not less than the prevailing hourly wage of wages to all workers performing any such applicable work under this Contract. The consultant will forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any work done under the Agreement by the Consultant or subcontractor that required payment of prevailing wage under state law. A copy of the most current Missouri Division of Labor Standards Annual Wage Order is attached as an exhibit and made a part hereof.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Consultant in an effort to resolve any such conflict.

3. Subcontracts.

The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Agreement shall not be assigned by the Contractor.

It is the intention of the Contractor to engage subcontractors for the purposes of:

Sub-Consultant Name	Mailing Address	Contracted Services
N/A	N/A	N/A

4. Indemnification.

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

5. Attorney Fees' and Costs.

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

6. Taxes.

The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City. Tax exempt certificates indicating this tax-exempt status are furnished as attachments to this Contract.

7. Insurance.

Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated in Exhibit A, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Exhibit A, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. Any self-insurance or deductible above \$50,000.00 is not permitted.

8. Nondisclosure.

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

9. Changes.

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

10. Termination.

The City shall have the right to terminate the Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Agreement an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

11. Multi-year contracts; Non-appropriation.

Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

12. Accounting.

During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

13. Other Contractors.

The City reserves the right to employ other Contractors in connection with the Work.

14. Request for Proposals.

If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Contractor/Services Agreement or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contractor/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement (including **Exhibit A**, "Scope of Work").

15. Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

16. Site Operations. Where appropriate, the City will arrange for the right of entry to any property at the request of the Contractor for the purpose of performing studies, tests, and evaluations in connection with the Work.

17. Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

18. Compliance with State Immigration Statutes.

As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in **Exhibit B**. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Agreement awarded to the Contractor.

19. Representations.

Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

20. Other Representations, Warranties, and Covenants by the Contractor.

The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Work and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

21. Governing/Choice of Law.

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

22. Counterparts.

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

23. Bonds.

The Contractor shall be responsible for providing all bonds and associated bond expenses required as part of this agreement.

24. Permits and Licenses and Easements.

The Contractor shall be responsible for obtaining all permits and licenses and for incurring all expenses associated with those permits and licenses prior to proceeding with the scope of work and services described in this agreement. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64069.

The City shall be responsible for obtaining all necessary easements or other property interests necessary for the scope of work and services described in this agreement.

25. Hours of Performance.

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed between the hours of 7:00 AM to 5:00 PM central time, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with City's written consent, which will not be unreasonably withheld.

26. Inspection and Maintenance.

Materials or workmanship not conforming to:

- a. the City's standard design criteria
- b. the City's technical specifications
- c. job specifications

shall not be accepted by the City and shall be replaced at no cost to the City.

Contractor shall maintain and keep clean the project site and adjacent public Right of Way (ROW). The City reserves the right to require the Contractor to clean the project site and adjacent public ROW at no cost to the City.

27. Other Special Provisions.

The special provisions are set forth in Exhibit A and are incorporated herein by reference and made a part hereof.

28. Additional Contract Documents.

The following additional documents are incorporated herein by reference and made a part hereof:

- a. Exhibit A – Scope of Services
- b. Exhibit B – Affidavit of Participation in Federal Work Authorization Program
- c. Exhibit C – Anti-Discrimination Against Israel Act Certification
- d. Prevailing Wage Requirements
- e. Payment Bond
- f. Performance Bond
- g. American Products Requirements
- h. Tax Exemption Certificate
- i. Technical Specifications

The documents listed in General Conditions Section 28 are attached to this Agreement (except as expressly noted otherwise above).

- a. There are no Contract Documents other than those listed above in this Article 28.
- b. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Exhibit A
Project Scope and Additional Specifications

1. Scope of Work and Special Provisions

The work provided for shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish paint, MMA and Thermoplastic pavement marking with other incidental and related work as required and/or as directed by the City to make a complete and finished job. More specifically the project locations, are:

Street*	From	To
Kansas St. (North Side i.e. West Bound)**	MO-291	Western City Limits
Birmingham Rd.	Holt Dr.	South Liberty Parkway
Ruth Ewing Dr.	Birmingham Rd.	MO-291
S. Stewart Rd.**	Southern City Limits	Conistor St.
Conistor St.**	Victory Dr.	Star Dr.
Blue Jay Dr.**	Victory Dr.	Star Dr.
Forest Ave.**	Crossroads W.	Kansas St.
Frontage Rd.**	Kansas St.	Private Drive
Intersection of B&H Hwy	-	-
Downtown Liberty Cross Walks	-	-
N. Church Rd.**	Southern City Limits	Oakwood Ln.

*Refer to Section 5. Location Maps and the provided KMZ "2025 Locations and Quantities" which generally denotes the project locations

**Refer to the below Special Provisions for special requirements along select segments.

a. Special Provisions

i. Specifications

The work shall conform to these special conditions and to the Liberty Technical Specifications as referenced herein. The Liberty Technical Specifications (Latest Edition) will govern as though it were repeated verbatim herein, except as modified or superseded by these special provisions

ii. Traffic Control

Traffic Control shall be considered incidental to all work in all locations and no additional payment shall be made for it.

1. Construction operations shall be coordinated to result in the least practicable delay to traffic. Traffic shall be carried through construction with a minimum of one lane open in each direction at all times. Access to adjoining businesses and residences will be maintained at all times.
2. The Contractor shall furnish adequate signs, barricades, warning lights, and all other equipment necessary to direct and reroute traffic and shall furnish all flagmen and other personnel necessary to provide the required traffic control. All signs and barricades used on the project shall conform to the latest edition of the Manual on Uniform Traffic Control Devices pertaining to traffic controls for street and highway construction.
3. When construction requires machinery or men to be in an intersection or roadway, barricades shall be placed and a flagman shall control the intersection or roadway traffic as indicated in the typical traffic control detail for intersection or roadway construction. Barricades shall be moved back out of the intersection or roadway as shown in the same detail after the construction operation is complete.
4. The Project Inspector and Contractor's representative on this project will make inspections of the traffic control devices installed as part of this contract and maintain record of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records.

5. The Contractor will be required at the time of the preconstruction conference to provide a schedule regarding the proposed location, length and approximate timing of traffic lane closures for construction activities and to designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person during both working and non-working hours. This information will be provided to the City Engineer.
6. The Contractor shall be responsible for contacting the City Engineer, local police, fire, ambulance and other emergency services of the proposed closures a minimum of 48 hours prior to commencing such closure.
7. The City of Liberty, Missouri reserves the right to make adjustments or revisions in traffic handling requirements which may become necessary after construction on the project has started. These changes will be determined on the basis of periodic inspections throughout the duration of the project. Notice of such change will be transmitted to the Contractor and it will be his responsibility to make the necessary changes as soon as practicable after receipt of the notification.
8. A dedicated Traffic Control Plan shall be required for:
 - a. Kansas St. (North Side i.e. West Bound)
 - i. Work along this corridor shall be required to be done at night in order to minimize impacts to traffic.
 - b. S. Stewart Rd.
 - c. Conistor St.
 - i. Work along this corridor shall be required to be done at night in order to minimize impacts to traffic.
 - d. Blue Jay Dr.
 - i. Work along this corridor shall be required to be done at night in order to minimize impacts to traffic.
 - e. Forest Ave.
 - i. Work along this corridor shall be required to be done at night in order to minimize impacts to traffic.
 - f. Frontage Rd.
 - i. Work along this corridor shall be required to be done at night in order to minimize impacts to traffic.
 - g. Intersection of B&H Hwy

iii. Permits

The City agrees to waive all fees construction permits, as required by the City, associated with the work to be done under this contract. Fees for occupation license, as required by the City, will be the responsibility of the Contractor and subcontractors to secure prior to the start of work and shall be subsidiary to the Contract.

All permits necessary for work adjacent to or within State and/or Rail Road Right of way shall be subsidiary to the contract and no direct payment will be made to the Contractor. Such permits shall be secured by the Contractor prior to the start of work.

iv. Measurement and Payment

1. General

- a. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the contract documents that will be directly paid for at the price bid per unit of measure.
- b. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted bidder. Unit price payments will be based upon the measurement of installed items. Unit prices and lump sums shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in

accordance with the contract documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price item to which it pertains.

- c. Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows:

2. Marking Types:

- a. Longitudinal and skip striping shall be measured by the linear feet of pavement marking placed.
 - i. Skips shall be 4" wide and 12' long with 30 foot gap spacing.
 - ii. Double yellow shall be 4" wide with 4" gap between longitudinal lines. Double yellow shall be measured by linear foot of pavement marking placed; for example, 1000 linear feet of roadway striped with double yellow would be measured and paid as 2000 linear feet of double yellow striping.
- b. Arrows and Words shall be thermoplastic and counted as each.
- c. Stop Bars shall be measured by the linear feet of 24" striping.
- d. Crosswalks shall be either two parallel 6" white stripes transversely placed across the street a minimum of 6' apart and measured by the linear feet of 6" striping OR
- e. Contractor will be responsible for inventory of the existing pavement markings prior to milling operations. Inventory work shall be incidental to the pavement marking pay items.
- f. Payment will be made at the Contract unit price bid as shown in the proposal for each type of striping installed and accepted, which prices shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the striping operation.

3. Scraping/Removals:

- a. This work will not be measured for payment, but will be considered a lump sum price.
- b. Payment shall be full compensation for furnishing all bonds, materials, labor, equipment and tools for deployment of laborers and equipment to the site, site preparation, final site clean-up and demobilization.
- c. Payment of this item shall be lump sum by the following schedule:
 - i. When 5 percent or more of the original contract amount is earned, 50 percent.
 - ii. When 10 percent or more of the original contract amount is earned, an additional 25 percent.
 - iii. When 25 percent or more of the original contract amount is earned, an additional 25 percent.

4. Mobilization:

- a. This work will not be measured for payment, but will be considered a lump sum price.
- b. Payment shall be full compensation for furnishing all bonds, materials, labor, equipment and tools for deployment of laborers and equipment to the site, site preparation, final site clean-up and demobilization.
- c. Payment of this item shall be lump sum by the following schedule:
 - i. When 5 percent or more of the original contract amount is earned, 50 percent.

- ii. When 10 percent or more of the original contract amount is earned, an additional 25 percent.
- iii. When 25 percent or more of the original contract amount is earned, an additional 25 percent.

5. Traffic Control:

- a. Traffic control for all project work shall be subsidiary to other items of work and no additional compensation allowed.

6. State and Rail Road Permits

- a. All State and/or Rail Road Permits required for work within or adjacent to State and/or Rail Road Right of Way shall be subsidiary to other items of work and no additional compensation allowed.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

2. Contract Price

Line Item #	Description	Unit	Estimated Quantity	Unit Price	Contract Price
1	Mobilization	LS	1	46,500	46,500
2	Scraping/Removals	LS	1	35,000	35,000
3	Bonding	LS	1	2,750	2,750
4	24" Stop Bar (Paint)	LF	178	9.00	1,602.00
5	4" Solid Yellow (Paint)	LF	24,602	.30	7,380.60
6	4" Skips Yellow (Paint)	LF	7,043	.30	2,112.90
7	4" Solid White (Paint)	LF	1,192	.30	357.60
8	4" Skips White (Paint)	LF	508	.30	152.40
9	6" Solid White (Paint)	LF	34,541	.45	15,543.45
10	"Only" (Paint)	EA	2	250.00	500.00
11	Arrow (Paint)	EA	26	125.00	3,250.00
12	4" Solid Yellow (Thermo-Plastic)	LF	14,179	.85	12,052.15
13	4" Solid White (Thermo-Plastic)	LF	693	.85	589.05
14	6" Solid White (Thermo-Plastic)	LF	9,554	1.10	10,509.40
15	Arrow (Thermo-Plastic)	EA	4	350.00	1,400.00
16	24" Stop Bar (MMA)	LF	478	20.00	9,560.00
17	4" Solid Yellow (MMA)	LF	4,109	1.50	6,162.00
18	4" Skips Yellow	LF	118	1.50	177.00
19	4" Solid White	LF	5,835	1.50	8,752.50
20	4" Skips White	LF	5,597	1.50	8,395.50
21	4" Directional Skips	LF	2,034	1.50	3,051.00
22	Arrow	EA	69	200.00	13,800.00
23	"Only"	EA	6	300.00	1,800.00
24	"Yield"	EA	4	300.00	1,200.00
25	Piano Key Cross Walk	LF	1,170	20.00	23,400.00
26	Parallel Lined Cross Walk	LF	621	6.00	3,726.00
GRAND TOTAL CONTRACT PRICE:					\$ 219,723.55

2 P.M

HEARTLAND

TRAFFIC SERVICES, INC
913-428-2575



To:	City of Liberty	Contact:	
Address:	1600 S. Withers Rd Liberty, MO 64068	Phone:	(816) 439-4417
		Fax:	
Project Name:	2025 CITY OF LIBERTY PAVEMENT MARKINGS	Bid Number:	
Project Location:	LIBERTY, MO	Bid Date:	7/2/2025

COMPLETE WITHIN 45 DAYS OF NTP
THERMO ON PRESSURE PAVE, INCLUDES TAB REMOVAL
SCRAPING/REMOVAL IS FOR MMA MARKINGS
PIANO KEY CROSSWALKS ARE 30" MIDBLOCKS
NIGHT WORK FOR MOST LOCATIONS

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION THERMO	1.00	LS	\$4,000.00	\$4,000.00
1	MOBILIZATION PAINT	1.00	LS	\$3,000.00	\$3,000.00
1	MOBILIZATION MMA	1.00	LS	\$39,500.00	\$39,500.00
2	SCRAPING/REMOVALS	1.00	LS	\$35,000.00	\$35,000.00
3	BONDING	1.00	LS	\$2,750.00	\$2,750.00
4	24" WHITE STOP BAR (PAINT)	178.00	LF	\$9.00	\$1,602.00
5	4" SOLID YELLOW (PAINT)	24,602.00	LF	\$0.30	\$7,380.60
6	4" SKIPS YELLOW (PAINT)	7,043.00	LF	\$0.30	\$2,112.90
7	4" SOLID WHITE (PAINT)	1,192.00	LF	\$0.30	\$357.60
8	4" SOLID WHITE (PAINT)	508.00	LF	\$0.30	\$152.40
9	6" SOLID WHITE (PAINT)	34,541.00	LF	\$0.45	\$15,543.45
10	"ONLY" (PAINT)	2.00	EACH	\$250.00	\$500.00
11	ARROW (PAINT)	26.00	EACH	\$125.00	\$3,250.00
12	4" SOLID YELLOW (THERMOPLASTIC)	14,179.00	LF	\$0.85	\$12,052.15
13	4" SOLID WHITE (THERMOPLASTIC)	693.00	LF	\$0.85	\$589.05
14	6" SOLID WHITE (THERMOPLASTIC)	9,554.00	LF	\$1.10	\$10,509.40
15	ARROW (THERMOPLASTIC)	4.00	EACH	\$350.00	\$1,400.00
16	24" WHITE STOP BAR (MMA)	478.00	LF	\$20.00	\$9,560.00
17	4" SOLID YELLOW (MMA)	4,108.00	LF	\$1.50	\$6,162.00
18	4" SKIPS YELLOW (MMA)	118.00	LF	\$1.50	\$177.00
19	4" SOLID WHITE (MMA)	5,835.00	LF	\$1.50	\$8,752.50
20	4" SKIPS WHITE (MMA)	5,597.00	LF	\$1.50	\$8,395.50
21	4" DIRECTIONAL SKIPS (MMA)	2,034.00	LF	\$1.50	\$3,051.00
22	ARROW (MMA)	69.00	EACH	\$200.00	\$13,800.00
23	"ONLY" (MMA)	6.00	EACH	\$300.00	\$1,800.00
24	"YIELD" (MMA)	4.00	EACH	\$300.00	\$1,200.00
25	PIANO KEY CROSSWALK (MMA)	1,170.00	LF	\$20.00	\$23,400.00
26	PARALLEL LINE CROSSWALK (MMA)	621.00	LF	\$6.00	\$3,726.00

Total Bid Price: \$219,723.55

Payment Terms:

Payment to match owners pay terms plus 10 days (or per state spec). Private work to be paid 30 days after invoice date.

6/30/2025 1:46:24 PM

Page 1 of 2

3. Period of Performance and Liquidated Damages

Time is of essence. The Work to be performed shall be completed no more than 45 days from the notice to proceed, and shall be performed so as not to delay or hinder City's schedule for the Project.

4. Insurance

The Contractor shall provide insurance as follows:

- Comprehensive General Liability: Minimum \$3,370,137 combined single limit for bodily injury and property damage
- Comprehensive Automobile Liability: \$2,000,000 combined single limit.
- Workers Compensation: Statutory requirements.
- Employers Liability: \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit.

5. Location Maps



Image 1 - Overall Location Map



Image 2 – Kansas St. (North Side i.e. West Bound)
 All MMA



Image 3 – Birmingham Rd.
All Paint



Image 4 – Ruth Ewing Dr.
All Paint



Image 5 – S. Stewart Rd.
All Paint



Image 6 – Consitor St.
 All MMA



Image 7 – Blue Jay Dr.
All MMA

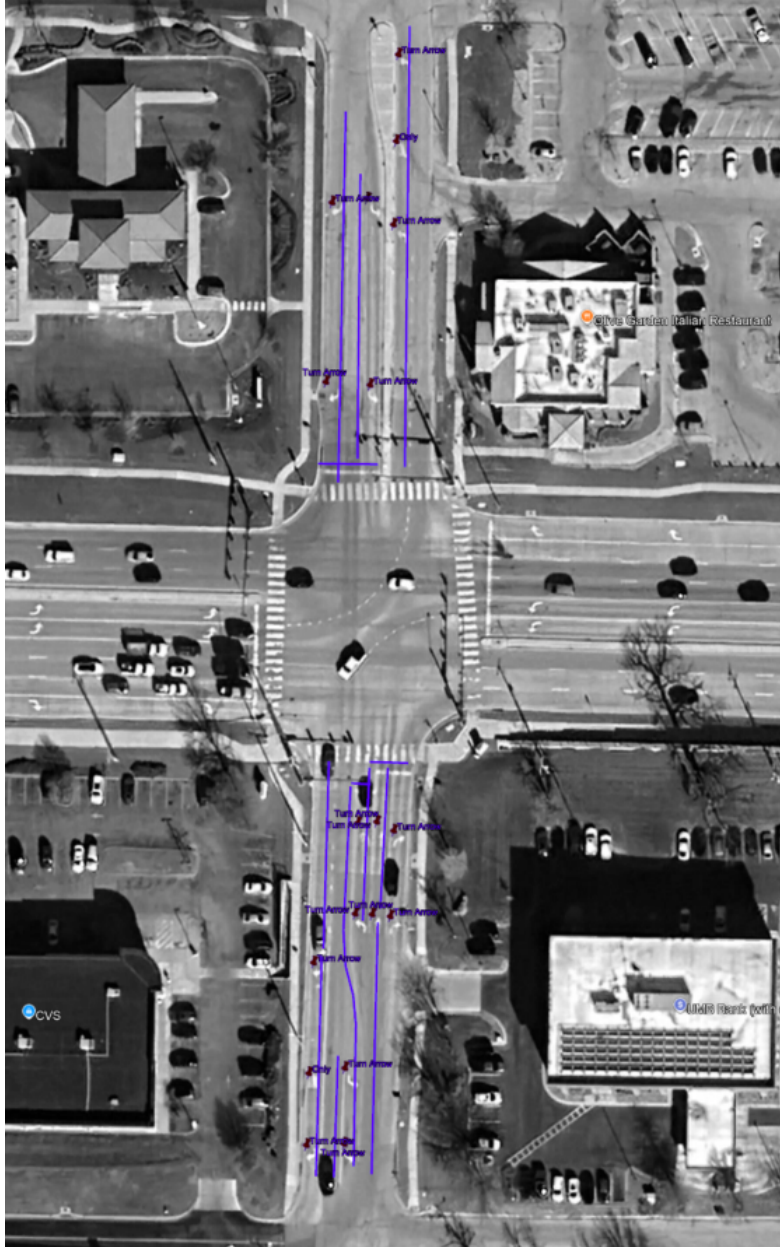


Image 8 – Forest Ave.
All Paint

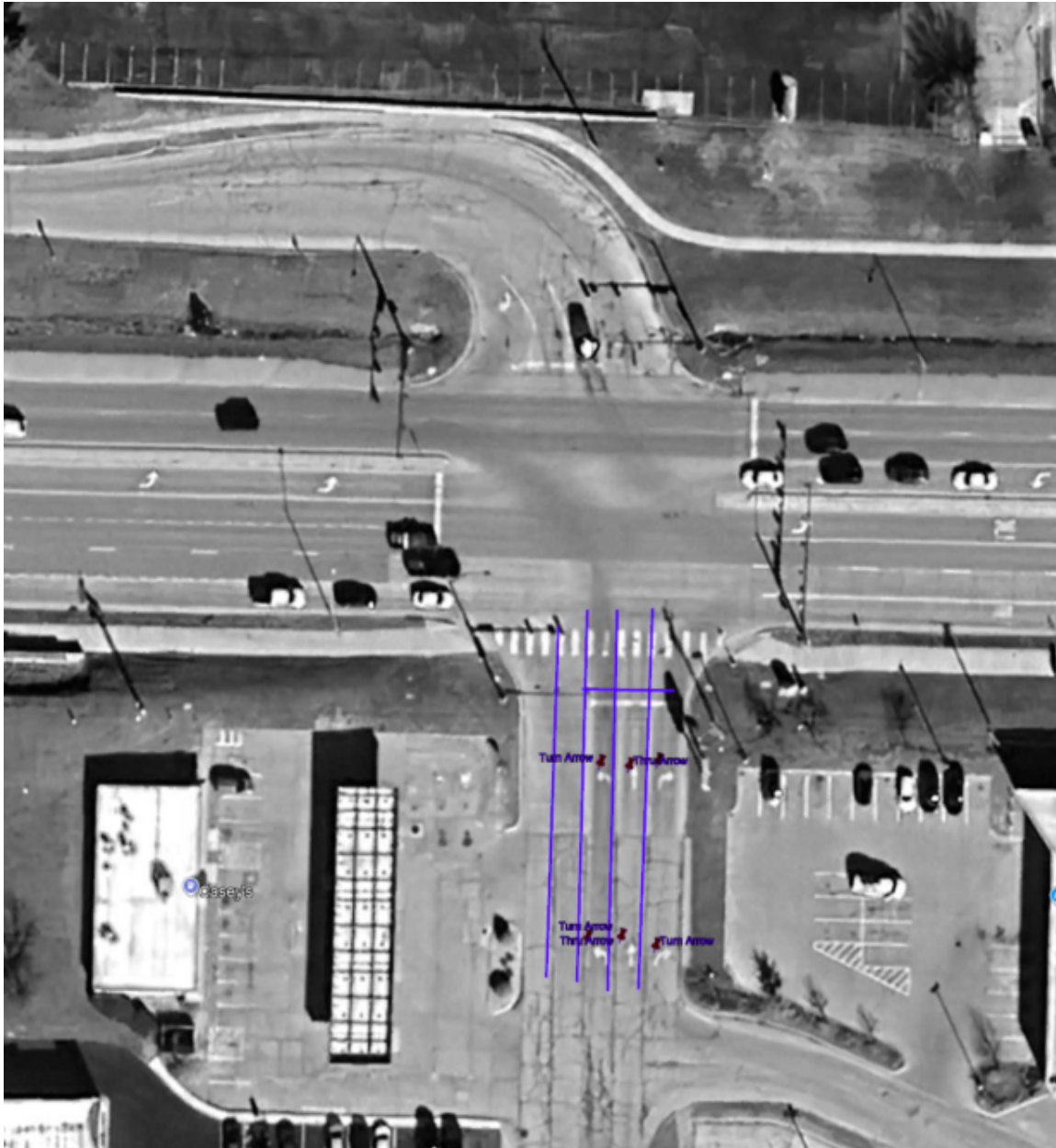


Image 9 – Forest Ave.
All Paint



Image 10 – Frontage Rd.
All Paint



Image 11 – Intersection of B&H Hwy
All MMA



Image 12 – Downtown Liberty Cross Walks
 All MMA



Image 13 – N. Church Rd.
All Thermo

**CITY OF LIBERTY
LIBERTY, MISSOURI
2025 Pavement Marking Project**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **2025 Pavement Marking Project** will be received, by the City of Liberty, at the office of the City Engineer, until **2:00 pm local time on Wednesday, July 2nd, 2025** at which time the Bids received will be publicly opened and read. The Project consists of various forms of paint, MMA and Thermoplastic symbol, cross walk and straight-line pavement marking.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis.

Bidding Documents may be viewed and ordered online by registering with:

- **<http://www.questCDN.com>** You may download the digital documents for \$22.00 by inputting Quest project number **9740275** on the website's project search page. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office. Please contact QuestCDN Customer Support at 952-233-1632 or info@questCDN.com for assistance in free membership registration, downloading and working with digital project information.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Owner reserves the right to reject any or all Bids, to waive technicalities or deficiencies in any or all bids, to negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation.

Owner: **City of Liberty, Missouri**

By: **John Findlay P.E.**

Title: **City Engineer**

Date: **June 12, 2025**

Exhibit B

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM
(CONTRACTS OVER \$5,000)**

Comes now _____ as _____ first being duly sworn, on my oath,
(name) (office held)
affirm _____ ("Company") is enrolled and will continue to participate in a federal work
(company name)
authorization program in respect to employees that will work in connection with the contracted
services related to _____ of the City of Liberty and
any incidental items associated with this work for the duration of the contract, if awarded, in accordance with
Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services
for the duration of the contract, if awarded. Attached to this affidavit is documentation of the
Company's participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM.
ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS
– 208.009 RSMo.)**

***In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements
made in this filing are subject to the penalties provided under § 575.040 RSMo).***

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)
County of _____) ss.

Subscribed and sworn to before me this _____ day of _____, 202__.

My commission expires:

Notary Public

Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

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

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

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

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

CONTRACTOR

By: _____
[signature]

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.

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

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

Missouri Division of Labor Standards

Annual Wage Order No. 31

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

- 2.01 Contractor shall submit weekly payroll records with each monthly payment application.
- 2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.
- 2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

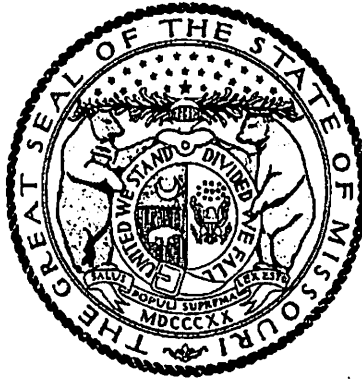
ARTICLE 3 – ENFORCEMENT

- 3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.
- 3.02 The contractor will forfeit a penalty to the City of Liberty of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 024
CLAY COUNTY

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

Original Signed by

Todd Smith, Director
Division of Labor Standards

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

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

Prepared by Missouri Department of Labor and Industrial Relations

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

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
 **The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CLAY County

Section 024

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

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

PAYMENT BOND

CONTRACTOR *(name and address):*

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

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 19

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor’s Name and Corporate Seal

Surety’s Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and

shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

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

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

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

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

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

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

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

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

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODITIES

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

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

- 2.01 The requirements of this form are not required when:
- A. Only one line of a particular good or product is manufactured or produced in the United States;
 - B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;
 - C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.
- 2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.



MISSOURI PROJECT EXEMPTION CERTIFICATE

AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

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

PROJECT # ASSIGNED: _____

PROJECT DESCRIPTION: _____

PROJECT LOCATION: **City of Liberty, Missouri** – _____

DATE OF CONTRACT: _____

DATE PROJECT TO BEGIN: _____

ESTIMATED PROJECT COMPLETION DATE: _____

REVISED COMPLETION DATE: _____

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

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

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

APPROVED

APPROVED

DIRECTOR OF FINANCE

DATE

CITY ENGINEER

DATE

INSTRUCTIONS

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

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

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

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

- 1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be the latest revision of Technical Specifications for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.
- 1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.
- 1.03 The aforementioned Technical Specifications are available online at:
<https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications>. Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

- 2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.
- 2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.



**CITY COUNCIL
ACTION REPORT**
Meeting Date: July 14, 2025
A/R No.: 2025-220

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance approving an CMAQ funding agreement between the City of Liberty, Missouri and the Missouri Highways and Transportation Commission to provide funding assistance for the construction of the S. Liberty Parkway Traffic Signal Interconnect Federal Aid Project CMAQ-3392(409)

Summary:

- The City applied for and received CMAQ (Congestion Mitigation and Air Quality) funding to provide for traffic signal upgrades and install fiber optic connectivity to consecutive intersections along the S. Liberty Parkway corridor.
- As part of the grant award, the City must enter into a CMAQ funding agreement with the Missouri Highways and Transportation Commission.
- The agreement will provide \$640,000.00 in construction funding as part of a reimbursable process.

Background:

The South Liberty Parkway is a major corridor within the City of Liberty. It is currently signalized at the intersections of:

- S. Withers Rd.
- Hughes Rd.
- N. Flintlock Rd.
- Swan Ave
- and planned to be signalized at Plummer Rd.

The signals at each of the existing intersections act independently and do not coordinate with one another.

The City has been awarded \$640,000.00 for the construction of a project that would provide signal upgrades and fiber optic connectivity to the signalized intersections along the South Liberty Parkway Corridor. The grant funds, which have been awarded, will be available as reimbursement for construction costs and require coordination and an agreement with the Missouri Department of Transportation (MoDOT). The awarded grant provides up to \$640,000.00. MoDOT requires an ordinance from the Local Public Agency (LPA) authorizing the City to enter into a funding agreement. The Missouri Highways and Transportation Commission STBG Agreement is attached for review and signature.

A future Citizen Sales Tax Oversight Committee (CSTOC) action will be required for local project costs.

A future Council action will be required to award a design contract for the improvements.

A future Council action will be required to obligate funding for the acquisition of ROW with a final dollar amount being determined after MoDOT ROW acquisition and negotiation authorization has been granted.

A future Council action will be required to award a construction contract.

Staff recommends approval of an ordinance authorizing the Mayor of the City of Liberty, Missouri to execute a CMAQ Agreement with the Missouri Highways and Transportation Commission allowing for funding assistance, not to exceed \$640,000.00, for the construction of signal upgrades and installation of fiber optic connectivity to consecutive intersections along the S. Liberty Parkway Federal Aid Project CMAQ-3392(409).

Previous Action (if applicable):

NA

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. 2025-220 Approve CMAQ Agreement SLP Interconnect - ORD
2. CMAQ 3392409 Funding Agreement

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN CMAQ FUNDING AGREEMENT BETWEEN THE CITY OF LIBERTY, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO PROVIDE FUNDING ASSISTANCE FOR THE CONSTRUCTION OF THE S. LIBERTY PARKWAY TRAFFIC SIGNAL INTERCONNECT FEDERAL AID PROJECT CMAQ-3392(409)

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

SECTION I

Attached hereto and incorporated herein by specific reference thereto is the proposed agreement between the City of Liberty, Missouri and the Missouri Highways and Transportation Commission to provide funding assistance in an amount of SIX HUNDRED FOURTY THOUSAND DOLLARS AND 00/100 (\$640,000.00) for the construction of signal upgrades and installation of fiber optic connectivity intersections along the S. Liberty Parkway corridor.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby approves said agreement.

SECTION III

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor of the City of Liberty to execute said agreement on behalf of the City.

SECTION IV

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

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

GREG CANUTSON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

CCO Form: FS15
Approved: 10/96 (KMH)
Revised: 03/25 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: CMAQ 3392(409)
Award Year: 2028
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONGESTION MITIGATION AND AIR QUALITY AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and city of Liberty (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), Title 23 United States Code (USC) §149 authorizes the funding of projects providing for congestion mitigation and air quality (CMAQ); and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that **CMAQ 3392(409) S. Liberty Parkway Traffic Signal Interconnect** is consistent with the goals of the CMAQ funding; and

WHEREAS, the City has the resources to develop and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **PURPOSE:** The United States Congress has authorized, in 23 USC §149, funds to be used for activities for CMAQ. The purpose of this Agreement is to grant the use of such funds to **provide traffic signal upgrades and install fiber optic connectivity to consecutive intersections along S. Liberty Parkway corridor.**

(2) **SCOPE OF WORK:** The City shall provide planning and implementation of a traffic signal interconnect in the S. Liberty Parkway area as more fully described in the attached Exhibit A which is incorporated herein by reference.

(3) **REASONABLE PROGRESS POLICY:** The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public

Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(6) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's **Kansas City District Engineer** is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may

designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (ADA) (42 USC §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the ADA.

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (Title 49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose

such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include provisions of paragraph (8) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the USDOT and the Commission that businesses owned by socially and economically DBEs, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(10) ASSIGNMENT: The City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(11) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(14) ACCESS TO RECORDS: The City and its contractors must maintain all

records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(15) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(16) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80% (eighty percent) not to exceed \$640,000 (six hundred and forty thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made

on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(21) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the City expend(s) one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(25) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the USDOT Form FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(26) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(27) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(28) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(29) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City _____(date).

Executed by MHTC _____(date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LIBERTY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By: _____

Title: _____

Ordinance No. _____

Appendix A - Project Budget

Funding Type	Amount
Local	\$216,000.00
Federal CMAQ	\$640,000.00
Total	\$856,000.00

Exhibit A – Scope of Work

Provide traffic signal upgrades and install fiber optic connectivity to consecutive intersections along S. Liberty Parkway corridor.

Exhibit B – Project Schedule

Project Description: CMAQ 3392(409) provide traffic signal upgrades and install fiber optic connectivity to consecutive intersections along S. Liberty Parkway corridor

Task	Date
Date funding is made available or allocated to recipient	04/01/2025
Solicitation for Professional Engineering Services (advertised)	5/1/2025
Engineering Services Contract Approved	9/1/2025
Preliminary and Right-of-Way Plans Submittal (if Applicable)	9/1/2026
Plans, Specifications & Estimate (PS&E) Submittal	6/1/2028
Plans, Specifications & Estimate (PS&E) Approval	7/1/2028
Advertisement for Letting	8/31/2028
Bid Opening	9/31/2028
Construction Contract Award or Planning Study completed (REQUIRED)	10/31/2028

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts