Agenda

City Council Regular Session

Monday, July 28, 2025 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. Council Member Adam Travis

III. Roll Call

IV. Proclamations

V. Approve Minutes and Summaries

VI. Meeting Schedule

VII. Consent Agenda

VIII. Public Hearings

A. Resolution granting a certificate of appropriateness for the construction of a new mixed-use building at 1-11 N. Water Street, Liberty Square Historic District

B. Resolution approving a final development plan for Water Street Lofts, a two-story, mixed-use building with ground floor retail, 9 residential lofts, totaling 23,116 square feet with a variance for signage at 1 - 11 N. Water Street in Liberty, Clay County, Missouri (P&Z Case 25-28FDP)

IX. Ordinances, Contracts and Resolutions

A. Ordinance acknowledging vendor payments for the period of July 4, 2025 to July 18, 2025

B. Ordinance accepting and approving a final plat for Heartland Meadows, 15th Plat, 1 lot on 11.49 acres in the City of Liberty, Clay County, Missouri (P&Z Case 25-30FP)

C. Resolution approving a final development plan for US Motor Works, a 102,600 sq. ft. industrial building on 11.49 acres, north of Heartland Dr., south of US 69 Hwy. in Liberty, Clay County, Missouri (P&Z Case 25-29FDP)

D. Ordinance approving a Construction Manager at Risk Agreement with McCown Gordon Construction for the City Hall Police Expansion Project #25-014 in an amount not to exceed $15,000.00

E. Resolution adopting a Safe Streets for All Comprehensive Safety Action Plan and a Vision Zero Goal from HDR Engineering with a target date of July 31, 2045

X. Other Business

XI. Citizens' Participation

XII. Miscellaneous Matters from City Administrator

XIII. Miscellaneous Matters from Mayor and City Council

XIV. Adjournment

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

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: July 28, 2025

A/R No.: 2025-227

Department: Planning & Development

Submitted By: Jeanine Thill, Community Development Manager

Subject: Resolution granting a certificate of appropriateness for the construction of a new mixed-use building at 1-11 N. Water Street, Liberty Square Historic District

Summary:

An application for a Historic Certificate of Appropriateness for new construction in the historic district must be reviewed by HDRC and forwarded to the City Council with a recommendation.

Background:

The owner is seeking a Certificate of Appropriateness for new construction of the Water Street Lofts at 1-11 N. Water Street, Liberty Square Historic District.

Previous Action (if applicable):

The Historic District Review Commission (HDRC) voted to recommend approval of a Historic Certificate of Appropriateness for new construction of the Water Street Lofts at 1-11 N. Water Street, Liberty Square Historic District, HDRC Case 25-005LS, at its meeting on June 17, 2025.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: HDRC	Completed/Recommended: 6.17.25

Financial Considerations:

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

Attachments:

1. City Council 7.28.25 Water Street Lofts COA Staff Report With Exhibits
2. Resolution HDRC 25-005LS

HDRC Case No. 25-005LS (24-013LS Amended)

Staff: Jeanine Thill, Community Development Manager

City Council Meeting Date: July 28, 2025

GENERAL INFORMATION

Application:	Certificate of Appropriateness for construction of a mixed-use building totaling 23,116 square feet at 1 - 11 N. Water Street.
Applicant:	Star Development, LLC
Location:	NE Corner of North Water & East Kansas Street
District:	Liberty Square Historic District
Public Notice:	Legal Notice printed in Courier Tribune – May 22, 2025 Letter sent to property owners within 185 ft. on May 22, 2025 Sign Posted on site on May 21, 2025
File Date:	May 9, 2025

SPECIFIC INFORMATION

SITE HISTORY

This prominent lot at the corner of Kansas and Water was the former site of a furniture store that was destroyed by collapse in May 2016. This building and adjacent building were subsequently deemed dangerous and demolished. The GM Peters building,11 N. Water, was approved for demolition by the City Council on March 11, 2024.

- HDRC 2024 Date of Recommendation for Approval: August 20, 2024 HDRC voted 5-3-0 to recommend approval for HDRC Case # 24-013LS
- City Council 2024 Date of Approval: September 23, 2024
- HDRC 2025 Date of Recommendation for Approval: June 17, 2025 HDRC Voted 4-2-0 to recommend approval of HDRC Case #25-005LS (HDRC Case#24-013LS Amended)

PROPOSAL DESCRIPTION

The applicant proposes to construct a mixed-use building totaling 23,116 square feet at the NE corner of North Water & East Kansas. Including lots 1-11 N. Water. The proposed two-story mixed-use building has 11,284 square feet of commercial space and 9 residential units/apartments on .43 acres. There are 4 tuck under parking stalls for residents in the rear of the building.

Narrative from Applicant: See Exhibit D

Design

The footprint of the building is irregular with a 1,608 square foot front patio on the ground floor and balconies on the second-floor corner residential units. There are four front entrances that face Water Street, two under the second-floor balcony, supported by three brick columns with stone bases. The fenestration is irregular, with various sizes of large windows with large metal mullions. See Detail on A200 and Materials Board. There are several balconies with metal railings on the west, south and east elevations. The south elevation garage door is for the trash compactor. On the north elevation there is an air and light well. The intent of this is to continue to allow the existing adjacent building windows to have light and air and also act as a means of egress.

Building - The building is two stories tall and the overall height of the building changes to accommodate the natural slope of the site, approximately 43' 7" at the corner of Water and Kansas, and 33" 7" high at the North end of the building.

- First Floor: Three to five different tenant spaces and retail space on Kansas Street for a total of 11,248 square feet including 1,600 sf patio.
- Second Floor: Nine units: 5 one-bedroom and 4 two-bedroom units.

Materials – **All materials, including size and manufacturer of the windows and doors, remain the same as previously approved with the exception of the removal of the acid etched concrete. It was removed because it was used for the parking garage above grade. Since the parking garage has been removed from the project, the material is no longer necessary.**

- **Exterior Walls**: The building is predominately red brick with areas of blonde brick and white brick on the west and south elevations. A major visual component is the stone at the base level of the patio area wrapping around to the south elevation. There are also accents of stucco on the rear. See Material Board Exhibit E.
- **Foundation:** The stone material at the base of the building is a split faced Kansas limestone cladding closely stacked creating a jointless pattern without mortar joints by US Stone®, McKinley – Silverdale as the proposed stone color. Cast Stone. See Exhibit B page A200 & 201 and Exhibits E & F and at this link: https://usstoneindustries.com/stones/architectural-and-building-stone/natural-stone-veneer/classic-collection/mckinley/
- **Storefronts**: Kawneer® Dark Bronze Aluminum Storefront. An 18" decorative insulated metal panel to match is at the base of the storefront within the storefront system. See Exhibit B. To provide a recess of the storefront doors, additional depth is added to the trim surrounding the storefront, a plan detail is provided on detail 3A sheet A200 showing the additional depth. See Exhibit B page A200 and at: https://www.kawneer.us/products/storefront-framing/trifab-400-framing-system/
- **Storefront Doors and Windows:** All doors and windows and will have clear view glass. The commercial door is the same as the window, it will be 6' wide and not have bottom panels. See Exhibit B page A200.
- **Residential Windows:** Pella Impervia® fiberglass windows with clear view glass. For all window types and dimensions See Exhibit B page A200 and at https://www.pellabranch.com/windows-doors/windows/fiberglass-windows/
- **Columns:** Brick and decorative metal- King Metals item number 11-990 See Exhibit F and at https://www.kingmetals.com/ECCatalog.aspx?SortColumn=score&Descending=Yes&SearchText=11-990&Page=1
- **Cornice:** GFRC (Glass Fiber Reinforced Concrete) simulates natural stone and is specifically designed to represent historical material, finishes, textures and colors. The applicant is proposing pre-finished pieces with integral color throughout. It is naturally fire resistant but light weight. See Exhibit B, pages A201 & A300 and at https://columnsandbalustrades.com/gfrc/
- **Garage Door**: Sectional steel door by Overhead Door® model 424 similar to the doors to the sally port on the east elevation of City Hall. See Exhibit B, Sheet A201 and Exhibit F https://www.overheaddoor.com/commercial/commercial-details/sectional-steel-doors-424
- **Balconies and Rail on Patio:** Decorative black metal balconies. See typical balcony section detail on Exhibit B, Sheet A200. Metal Railing on the Patio – Will be the same style as the balconies. See Exhibit F.
- **Awnings**: Sunbrella® fabric, black wedge awnings. See Exhibit B page A300 section detail 13.
- **Sconce Lighting**: Lumascape® LS 121 LED Cassia Wall mount 2"x10" WLED Black powder coated aluminum See Exhibit F https://www.lumascape.com/asset/download/5451/gUGS9vff60beS4V4/ls121led-190306.pdf?inline=1

ANALYSIS

<u>Unified Development Ordinance ("UDO")</u> - The Unified Development Ordinance outlines design principles that have been adopted for all historic districts and landmarks in the City of Liberty.

<u>Design Guidelines ("DG")</u> - Design Guidelines were established to give the HDRC general guidance in making subjective preservation choices in accordance with accepted best practices and the Secretary of the Interior standards for historic preservation.

Standards for Review	Staff Analysis
<u>Sec. 30-65.1 Permitted Uses</u> *In district CBD, no buildings, structures, land or premises shall be used and no buildings or structures shall be hereafter erected, constructed, reconstructed, moved or altered, except for one or more of the following uses:* *(1) Business uses; and* *(2) Mixed-use buildings that may include residential loft space.*	The proposed new construction meets the UDO regulations for permitted uses in that the ground floor is retail and the second floor is residential.
Sec. 30-65.2. District CBD, height and area regulations. *The height and area regulations of structures and lots within the district CBD shall be as follows, except for lots of record existing on the effective date of this UDO and those exceptions provided in Article X:* *(1) Height: Maximum three (3) stories.* *(2) Yard requirements:* *a. Front yard: No front yard is required.* *b. Rear yard: No rear yard is required.* *c. Side yard: No side yard is required, except where an existing structure adjacent to the proposed building is located less than three (3) feet from its property line, a minimum three (3) feet side yard shall be required.*	The proposed new construction meets the UDO regulations for area, setback, and yard requirements.

Sec. 30-65.3. District CBD, design principles. *Buildings and sites shall be designed and constructed in accordance with the following principles:* *(1) Development shall be in the form of compact blocks that promote pedestrian and vehicular connectivity;* *(2) Development should contribute to the character of the surrounding area;* *(3) Appropriately sized central gathering places shall be incorporated into the development;* *(4) Development shall be integrated with adjacent developments;* *(5) Wherever possible, buildings shall be built to the minimum front yard setback;* *(6) The primary entrance to a building shall be oriented to the street;* *(7) Buildings shall be constructed primarily of traditional building materials and designed with a high degree of architectural character and detail;* *(8) Street-facing elevations shall include architectural detailing and transparent windows;* *(9) Sites should be designed with an emphasis on promoting a pedestrian friendly environment;* *(10) Sites should incorporate a mix of building types;* *(11) Off-street parking and garages shall be located at the rear of buildings;* *(12) Utilitarian areas such as loading docks, mechanical equipment, storage areas and trash enclosures shall be located at the rear of the building and screened;* *(13) Street furnishings and plantings shall be incorporated into the development;* *(14) Mixed-use buildings with street-level retail uses are encouraged;* *(15) Dwellings shall be located at least one floor above street level and have an entrance separate from that of the lower level;* *(16) On-street parking is encouraged; and* *(17) Alleys are encouraged.*	1. The development promotes pedestrian and vehicular connectivity. 2. It contributes to the character of the surrounding area. 3. The central gathering space is incorporated into the development with the patio. 4. It is integrated with adjacent buildings. To the North, the air and light well will provide egress. 5. It is to the appropriate setback. 6. All entrances are oriented to the street. 7. The building is constructed with traditional materials such as brick and stone providing architectural character and detail. 8. Street-facing elevations include architectural detailing and transparent windows. 9. The site is designed with an emphasis on promoting a pedestrian friendly environment. 10. The site incorporates a mix of building types. 11. Off street parking is at the rear of the building with additional tuck under parking. 12. Utilitarian areas are at the rear of the building. 13. Street furnishings and plantings will be incorporated to the patio area. 14. It is a mixed use building with street level retail uses. 15. Dwellings are located at least one floor above street level and have entrances separate from the lower level. 16. On street parking is present. 17. The alley is at the rear.

UDO: Sec. 30-72. District HP, design principles. *1. <u>New buildings and additions to existing buildings</u>: New buildings should not duplicate older styles of architecture, but must be compatible with the architecture of the district. Scale, placement on lots and street setback must conform to the scale, placement and setback of adjacent structures, especially in the context of rows of buildings and streetscapes. Styles of architecture will be controlled only to ensure that their exterior design, materials, and color are in harmony with neighboring structures.*	The design of the building appears to be compatible with the architecture of the district. The scale, placement and setback are similar to that of the surrounding area. The style of architecture is sympathetic to the character of the neighborhood.
Per the Design Guidelines new construction shall consider the following guidelines:	
New construction within a historic district shall be held to the same principles of quality design and appropriateness that are required of all structures and properties within a designated historic district. *New construction should not emulate a historic building, but should reflect the contributing elements and character of the streetscape, neighborhood, and historic district. The intent of these guidelines is not to limit creativity but to encourage compatible design and construction.* *Sites for new construction shall be placed in the context of the streetscape of character of the district.*	New construction is not expected to emulate a historic building. The new building respects the character of the streetscape and the historic district.
o *Orientation: New buildings shall face the public street. Front entrances shall be oriented to the street and relate to the existing pattern of scale, mass, orientation, and size within the streetscape and block.*	The entrances are oriented to Water Street and Kansas Street. The scale, mass, and size appear to relate to the existing patterns within the streetscape and block.
o *Placement: The location and spacing of new buildings on a lot shall be consistent with existing patterns in the block. The width of new buildings should respect the pattern within the streetscape. Setbacks for all yards around new buildings should conform to the existing uniform pattern of the streetscape. Where a pattern does not exist or is not feasible, the standard setbacks for the zoning district shall prevail.*	The manner in which the vertical breaks in the facades respect the patterns of the streetscape. The requirements for setbacks have been met.
o *Fenestration: Windows and doors on new construction shall have proportions and patterns similar to the historic patterns within the streetscape and block. Ranking and window pattern and profile of existing structures within the streetscape shall be respected.*	Window and door placement and style are irregular, matching the irregular massing of the design. The windows and storefronts appear to have proportions and patterns similar to the historic patterns within the streetscape and block.
o *Building scale: New buildings shall be constructed with an overall height similar to existing buildings within the streetscape. In addition, the floor-to-floor height, number of stories, and first floor elevation shall also be similar to existing buildings within the streetscape. Vertical and horizontal proportions shall also be maintained.*	The building scale of the proposed building is similar to those surrounding this parcel. The height of the proposed building is a similar height as the existing building to the north. The

	proposed design is two stories and has both vertical and horizontal proportions that are appropriate.
o *Roof form: Where a dominant roof form exists within the streetscape and district, new construction shall be compatible in form, pitch and shape.*	There are a variety of roof forms in the district, and many have flat roofs such as that proposed. The proposed roof cornice is compatible to those on surrounding buildings.
o *Architectural details: Architectural details on new construction shall be compatible in terms of design and scale with details found within the streetscape and district.*	The architectural details are compatible in terms of design and scale with details found within the streetscape and district.
o *Materials: Materials used in new construction shall be consistent in finish, texture, scale, and color to materials historically used within the streetscape and district. Wood, brick, and stone are acceptable materials for the primary façade of a new building. Stucco may be allowed where structures within the streetscape also feature stucco. Aluminum, vinyl, and artificial masonry shall not be allowed.*	The materials are consistent with those found in the historic districts. Brick and stone are the primary materials for the façade. Wrought iron is found occasionally, and is generally found as a secondary finish or accent with stone or brick. Stucco is on the rear.

STAFF RECOMMENDATION

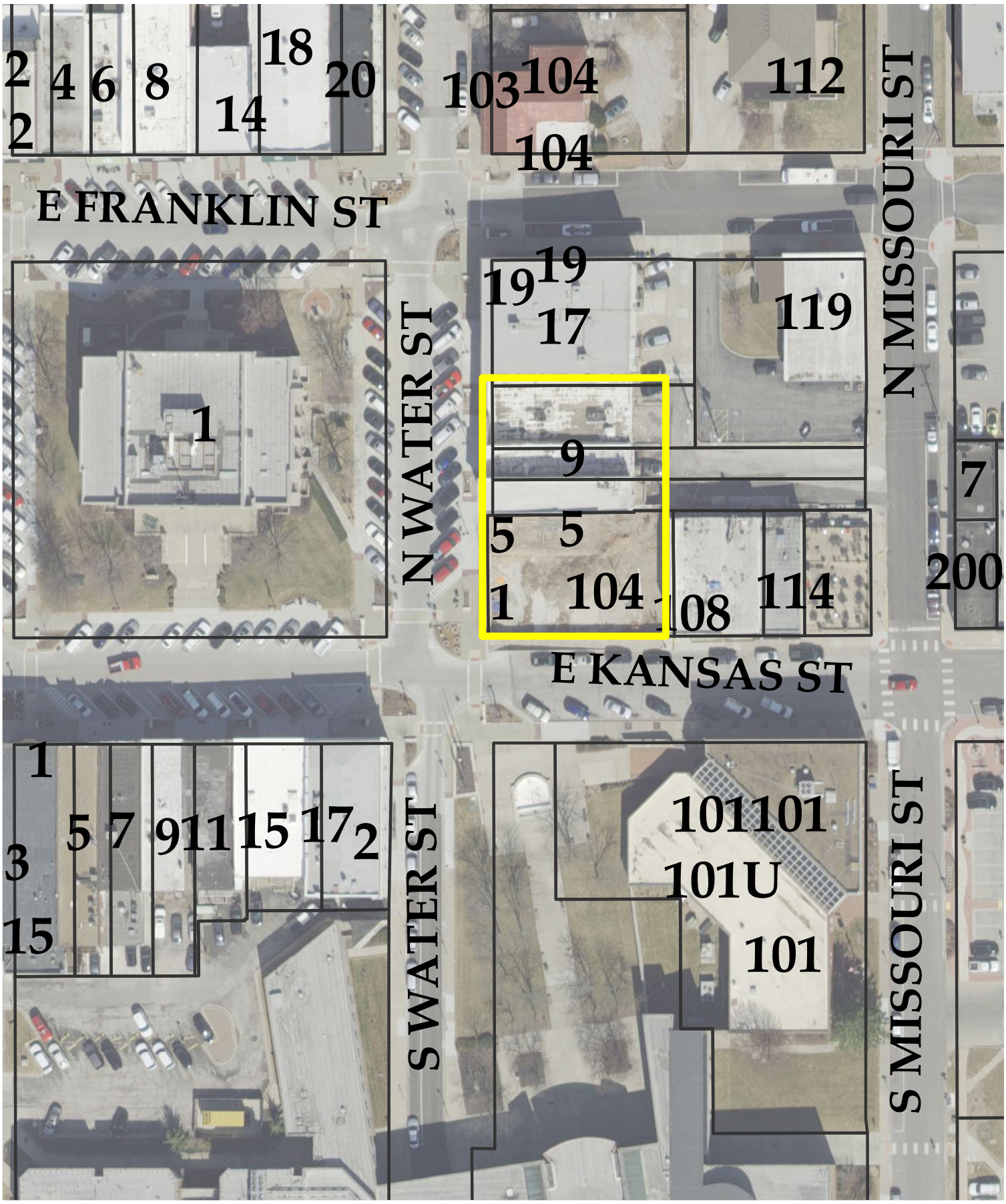
The application meets the standards for review and the Historic District Design Guidelines; therefore, staff recommends approval of the HDRC Case# 25-005LS (HDRC Case#24-013LS Amended)

HDRC RECOMMENDATION

At its June 17, 2025 meeting, the Historic District Review Commission voted 4-2-0 to recommend approval of the HDRC Case #25-005LS. Applications for Certificates of Appropriateness for new construction of primary structures within the historic districts must be approved by the City Council following a public hearing.

ATTACHMENTS

Exhibit A: Vicinity Map
Exhibit B: Concept Façade Design & Drawings
Exhibit C: Site Plan
Exhibit D: Narrative from the Applicant
Exhibit E: Materials Board
Exhibit F: Supplemental Images & Manufacturers Information Cut Sheets
Exhibit G: Photos of Surrounding Area
Exhibit H: HDRC Meeting Excerpt 6.17.25



HDRC Case #25-005LS (24-013LS Amended)

1 5 7 9 11 N Water Street

N
W E
S

EXHIBIT A:
VICINITY MAP

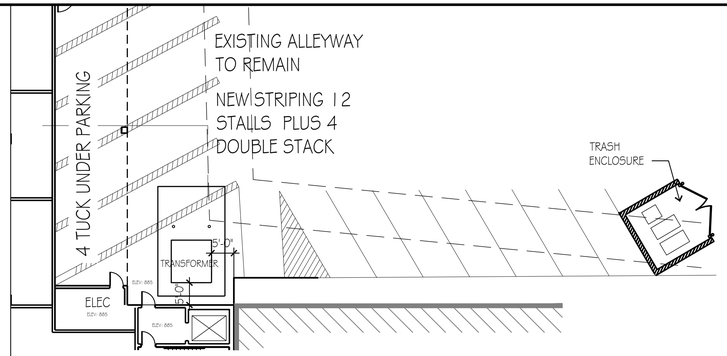
N WATER ST

CONCEPT FACADE DESIGN

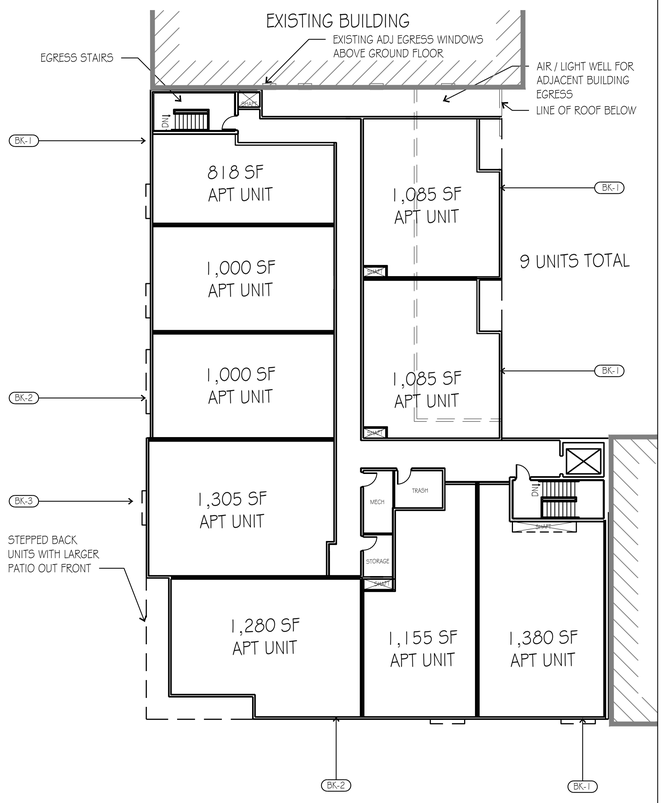
E KANSAS ST

WATER STREET - FACADE DESIGN

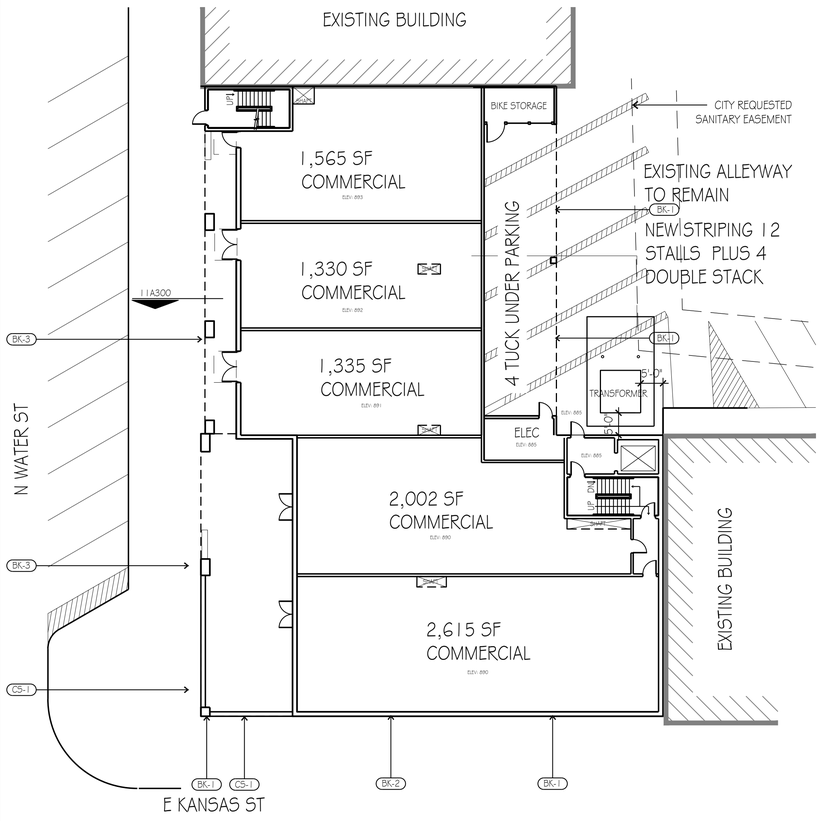
KANSAS STREET - FACADE DESIGN



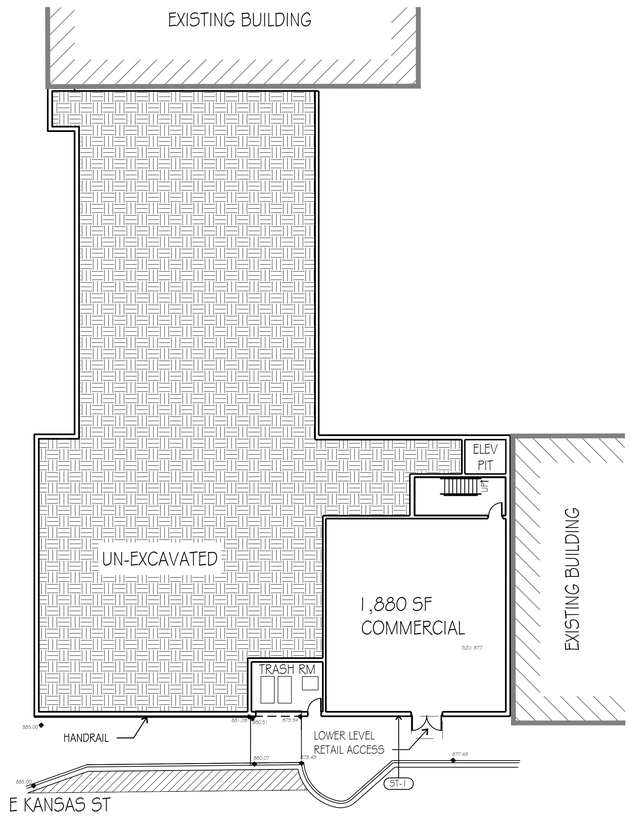
GROUND LEVEL ALLEY AND TRASH ENCLOSURE (4)
SCALE: 1/16" = 1'-0"



SECOND FLOOR APARTMENTS (3)
SCALE: 1/16" = 1'-0"



GROUND LEVEL COMMERCIAL (2)
SCALE: 1/16" = 1'-0"



0 8' 16' 32'

BASEMENT LEVEL COMMERCIAL (1)
SCALE: 1/16" = 1'-0"

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RELATED DOCUMENTS: This Drawing is a single component of an integrated set of Construction Documents. General and Supplementary Conditions of the Contract, General Requirements, Specifications and other Drawings may affect the Work described. Failure to review and integrate the design intent of the whole of the Construction Documents does not relieve the Contractor from providing a complete Project.

COMPLY WITH all laws, codes, ordinances and regulations with authorities having jurisdiction and with requirements of the Landlord, if applicable. Do not start Work until all permits and required approvals are obtained.

VERIFY ACTUAL CONDITIONS and dimensions prior to construction. Commencement of work constitutes verification and acceptance of all existing conditions. Application of a material or equipment item to Work installed by others constitutes acceptance of that Work, and assumption of responsibility for satisfactory installation.

DIMENSIONS SHOWN are to finish face of a material unless otherwise indicated.

CALCULATE & MEASURE dimensions – DO NOT SCALE drawings unless otherwise directed.

project title

INFILL MXD SITE PLANNING
STAR DEVELOPMENT

N WATER ST & E KANSAS ST
LIBERTY, MO

project number
23082.002

drawing issuance

HDRC RESUBMITTAL	05.27.25

drawing revisions

No.	Description:	Date:

professional seal

drawing title
FLOOR
PLAN

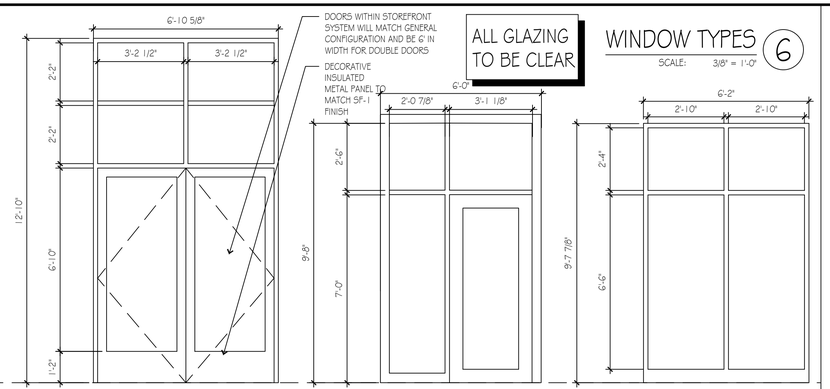
drawing number
AS100

FINISH SCHEDULE

ITEM	DESCRIPTION	MANUF / COLOR	REMARKS
BK-1	FULL BRICK	GLEN-GERY / 52-DD	
BK-2	FULL BRICK	GLEN-GERY / ASPEN WHITE SMOOTH	
BK-3	FULL BRICK	GLEN-GERY / OSLO	
CS-1	CAST STONE	MIDWEST CAST STONE / 25AC	
ST-1	STONE	US STONE / MCKINLEY / SILVERDALE	
STC-1	STUCCO	SW 7504 - KEYSTONE GRAY	
SF-1	COMMERCIAL STOREFRONT & DOORS	KAWNEER / DARK BRONZE	
MT-1	BREAK METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
MT-2	BALCONY METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
MT-3	GARAGE DOOR	OVERHEAD DOOR / MODEL #424 - PAINT TO MATCH SF-1	
AWN-1	FABRIC AWNING	SUNBRELLA / BLACK	
WND-1	FIBERGLASS WINDOW & DOORS	TBD / BLACK TRIM	
WND-2	FIBERGLASS WINDOW & DOORS	TBD / WHITE TRIM	
CRN-1	GFRC CORNICE	ARCHITECTURAL MALL, INC / SW 9111 - ANTLER VELVET	
CRN-2	GFRC CORNICE	ARCHITECTURAL MALL, INC / SW 9111 - ANTLER VELVET	
LT-1	UP/DOWN SCONCE LIGHTING	LUMASCAPE / L512 LED / CASSIA / BLACK	

WINDOW TYPES 6

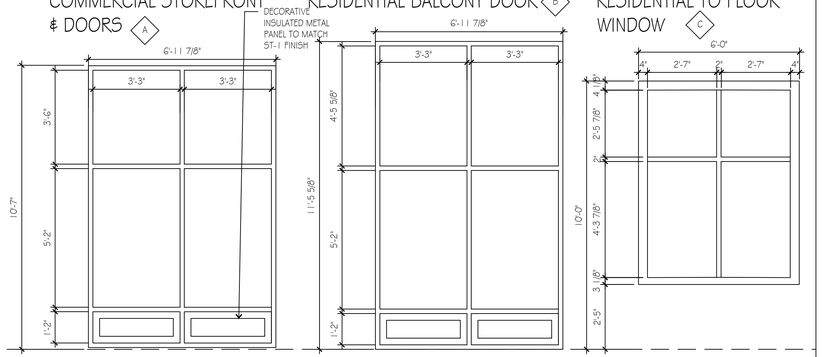
SCALE: 3/8" = 1'-0"



COMMERCIAL STOREFRONT & DOORS (A)

RESIDENTIAL BALCONY DOOR (B)

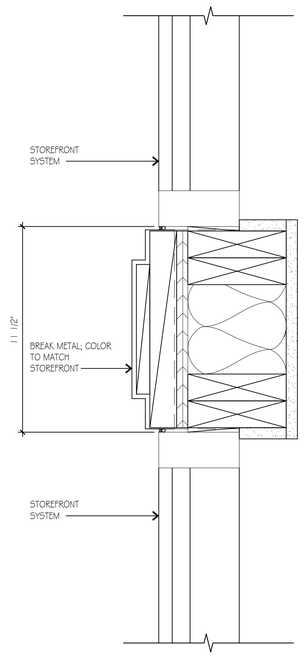
RESIDENTIAL TO FLOOR WINDOW (C)



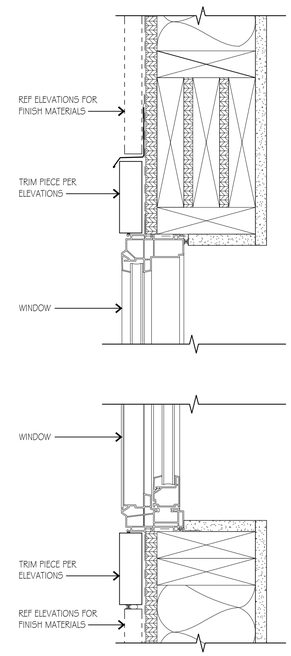
COMMERCIAL STOREFRONT (D)

COMMERCIAL STOREFRONT (E)

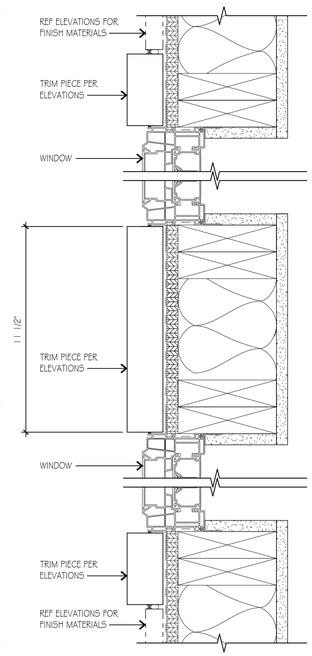
RESIDENTIAL WINDOW (F)



A) STOREFRONT PLAN DETAIL



B) WINDOW SECTION DETAIL



C) WINDOW PLAN DETAIL

WINDOW DETAILS 3

SCALE: 3/8" = 1'-0"

WEST ELEVATION 1

SCALE: 1/8" = 1'-0"

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RELATED DOCUMENTS: This Drawing is a single component of an integrated set of Construction Documents. General and Supplementary Conditions of the Contract, General Requirements, Specifications and other Drawings may affect the Work described. Failure to review and integrate the design intent of the whole of the Construction Documents does not relieve the Contractor from providing a complete Project.

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project title

INFILL MXD SITE PLANNING
STAR DEVELOPMENT

N WATER ST & E KANSAS ST
LIBERTY, MO

project number
23082.002

drawing issuance

HDRC RESUBMITTAL	05.27.25

drawing revisions

No.	Description:	Date:

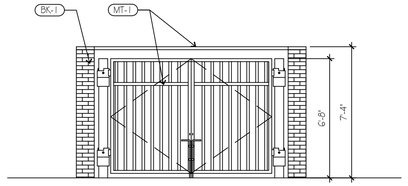
professional seal

drawing title
EXTERIOR ELEVATIONS

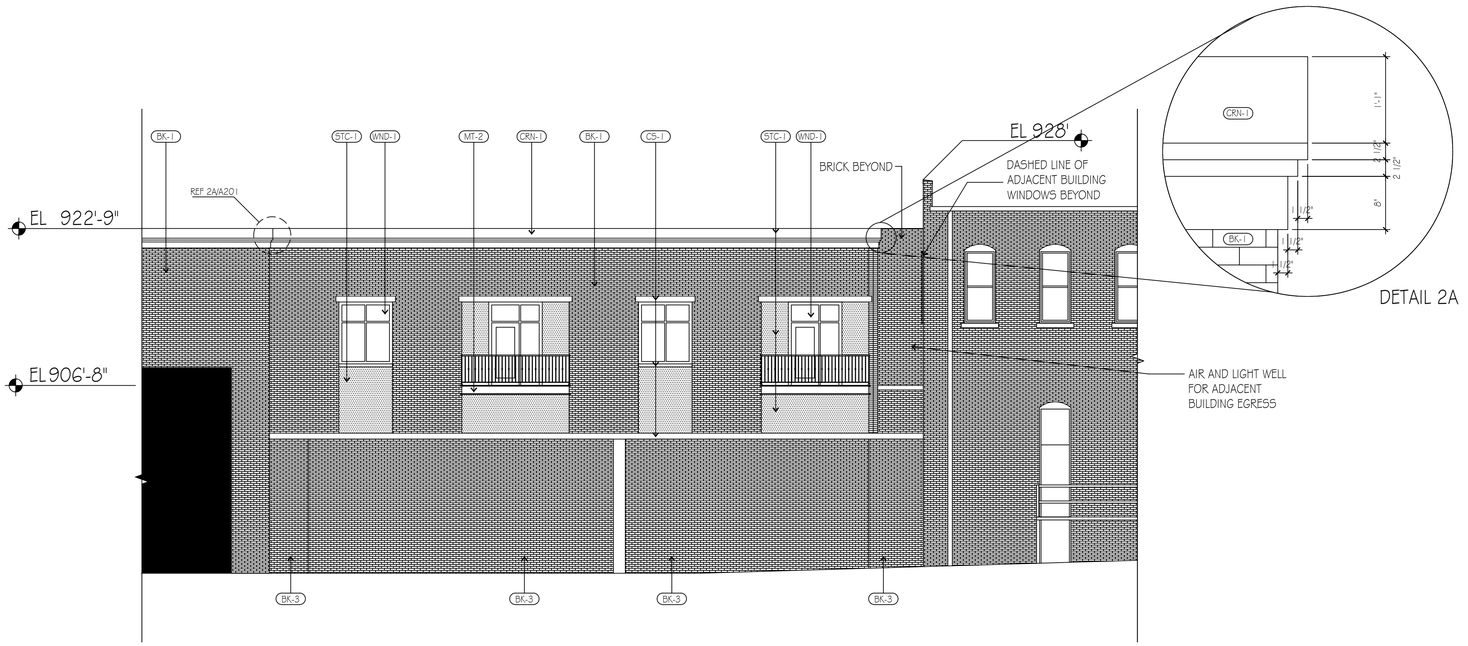
drawing number
A200

FINISH SCHEDULE

ITEM	DESCRIPTION	MANUF / COLOR	REMARKS
BK-1	FULL BRICK	GLEN-GERY / 52-DD	
BK-2	FULL BRICK	GLEN-GERY / ASPEN WHITE SMOOTH	
BK-3	FULL BRICK	GLEN-GERY / OSLO	
CS-1	CAST STONE	MIDWEST CAST STONE / 25AC	
ST-1	STONE	US STONE / MCKINLEY / SILVERDALE	
STC-1	STUCCO	SW 7504 - KEYSTONE GRAY	
SF-1	COMMERCIAL STOREFRONT & DOORS	KAWNEER / DARK BRONZE	
MT-1	BREAK METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
MT-2	BALCONY METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
MT-3	GARAGE DOOR	OVERHEAD DOOR / MODEL #424 - PAINT TO MATCH SF-1	
AWN-1	FABRIC AWNING	SUNBRELLA / BLACK	
WND-1	FIBERGLASS WINDOW & DOORS	TBD / BLACK TRIM	
WND-2	FIBERGLASS WINDOW & DOORS	TBD / WHITE TRIM	
CRN-1	GFRC CORNICE	ARCHITECTURAL MALL, INC / SW 7008 - ALABASTER	
CRN-2	GFRC CORNICE	ARCHITECTURAL MALL, INC / SW 9111 - ANTLER VELVET	
LT-1	UP/DOWN SCONCE LIGHTING	LUMASCAPE / LS12 LED / CASSIA / BLACK	

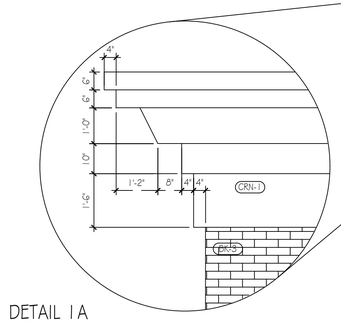


TRASH ENCLOSURE ELEVATION 3
SCALE: 1/4" = 1'-0"



DETAIL 2A

EAST ELEVATION 2
SCALE: 1/8" = 1'-0"



DETAIL 1A

SOUTH ELEVATION 1
SCALE: 1/8" = 1'-0"

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project title

INFILL MXD SITE PLANNING
STAR DEVELOPMENT
N WATER ST & E KANSAS ST
LIBERTY, MO

project number
23082.002

drawing issuance
HDRC RESUBMITTAL 05.27.25

drawing revisions
No. Description: Date:

professional seal

drawing title
EXTERIOR ELEVATIONS

drawing number
A201

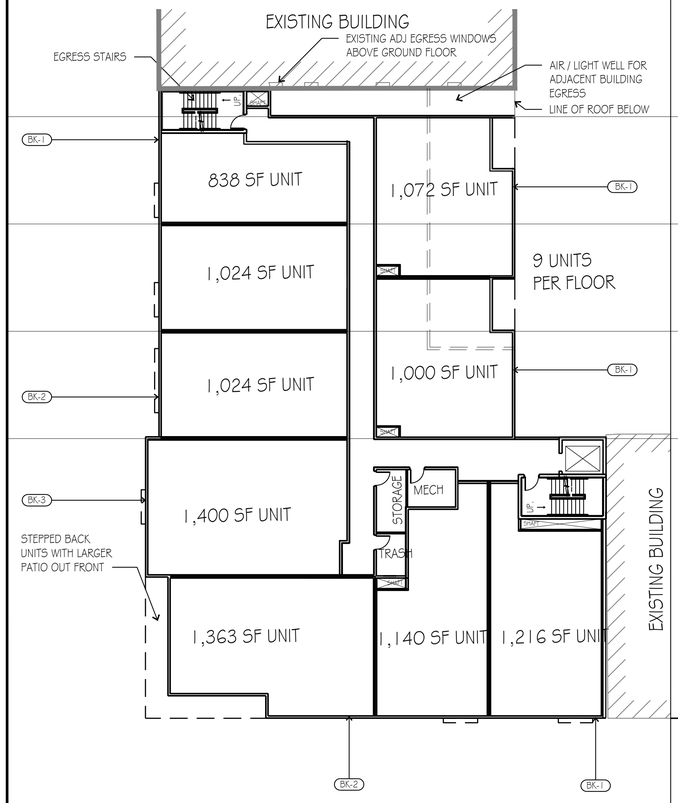
SITE DATA TABLE

EXISTING SITE:	.43 ACRES
ZONING EXISTING:	COMMERCIAL
ZONING PROPOSED:	CBD
TOTAL SQUARE FOOTAGE:	23,116 SF 2 LEVEL
TUCK UNDER GARAGE	1,065 SF
TUCK UNDER PARKING:	6 STALLS
DOUBLE STACK PARKING	6 STALLS
SURFACE PARKING:	12 STALLS
ALLEY PARKING:	8 STALLS
TOTAL ADJACENT PARKING:	32 STALLS
BUILDING:	
1ST FLOOR & LOWER LEVEL:	11,248 SF COMMERCIAL W/ 1,600 SF PATIO

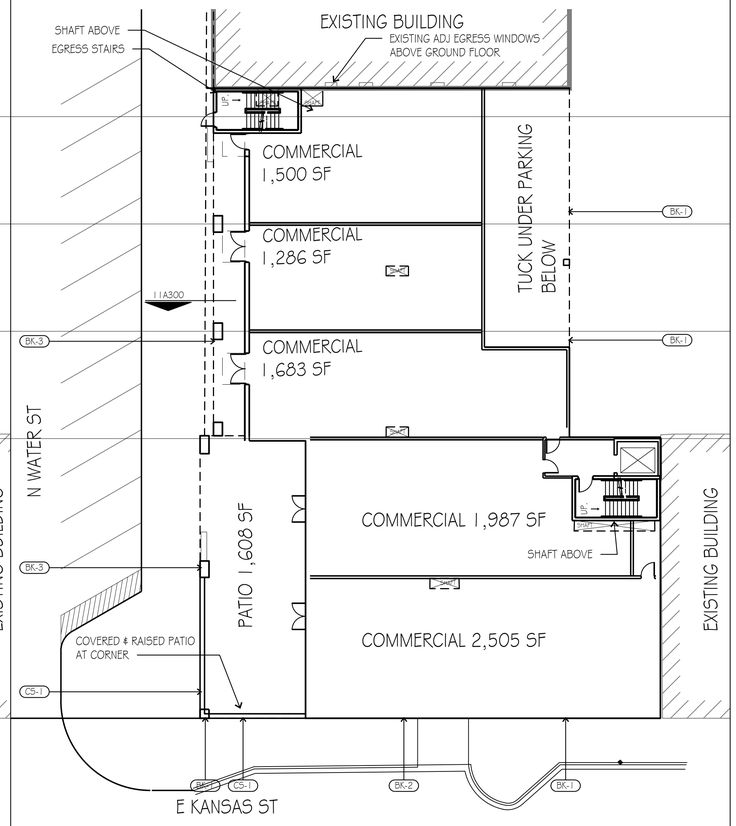
PARKING REQUIRED:
1.7 PER UNIT = 15 STALLS 2 FLR REQ BASE CODE

4/1000 RETAIL / OFFICE = 45 STALLS
SEC 30-83.2(7) THERE SHALL BE NO OFF STREET PARKING REQUIRED IN THE CBD DISTRICTS

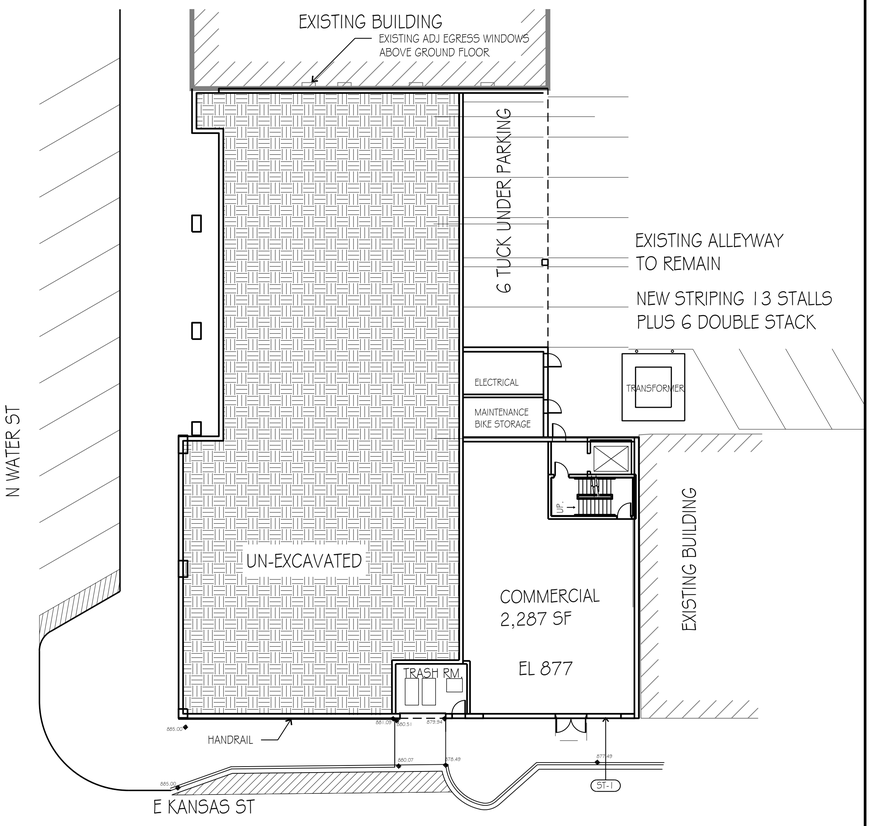
SECOND FLOOR:	9 UNITS:
	5 ONE BEDS
	4 TWO BEDS
	AVG: 1,119 SF



SECOND - THIRD FLOOR APARTMENTS (3)
SCALE: 1/16" = 1'-0"



GROUND LEVEL COMMERCIAL / APARTMENTS (2)
SCALE: 1/16" = 1'-0"



0 8' 16' 32'

B1 LEVEL BASEMENT PARKING (1)
SCALE: 1/16" = 1'-0"

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project title

INFILL MXD SITE PLANNING
STAR DEVELOPMENT
N WATER ST & E KANSAS ST
LIBERTY, MO

project number
23082.002

drawing issuance
HDRC SUBMITTAL 05.09.25

drawing revisions

No.	Description:	Date:

professional seal

drawing title
FLOOR PLAN

drawing number
AS100

FINISH SCHEDULE

ITEM	DESCRIPTION	MANUF / COLOR	REMARKS
BK-1	FULL BRICK	GLEN-GERY / 52-DD	
BK-2	FULL BRICK	GLEN-GERY / ASPEN WHITE SMOOTH	
BK-3	FULL BRICK	GLEN-GERY / OSLO	
CS-1	CAST STONE	MIDWEST CAST STONE / 25AC	
ST-1	STONE	US STONE / MCKINLEY / SILVERDALE	
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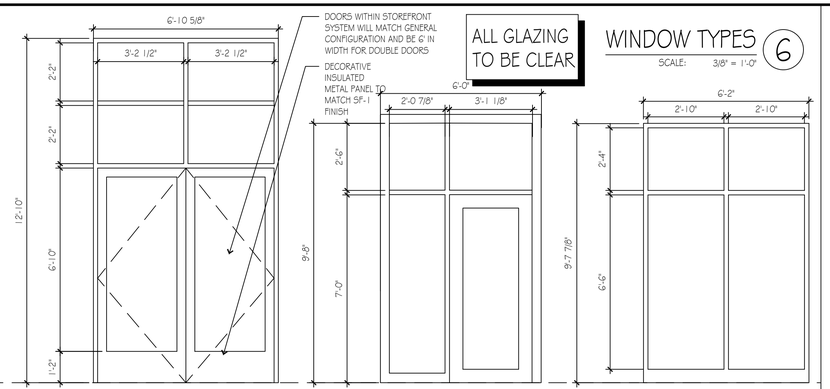
SF-1	COMMERCIAL STOREFRONT & DOORS	KAWNEER / DARK BRONZE	
MT-1	BREAK METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
MT-2	BALCONY METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
MT-3	GARAGE DOOR	OVERHEAD DOOR / MODEL #424 - PAINT TO MATCH SF-1	
AWN-1	FABRIC AWNING	SUNBRELLA / BLACK	
WND-1	FIBERGLASS WINDOW & DOORS	TBD / BLACK TRIM	
WND-2	FIBERGLASS WINDOW & DOORS	TBD / WHITE TRIM	
CRN-1	GFRC CORNICE	ARCHITECTURAL MALL, INC / SW 9111 - ANTLER VELVET	
CRN-2	GFRC CORNICE	ARCHITECTURAL MALL, INC / SW 9111 - ANTLER VELVET	

WINDOW TYPES 6

SCALE: 3/8" = 1'-0"

ALL GLAZING TO BE CLEAR



COMMERCIAL STOREFRONT & DOORS A

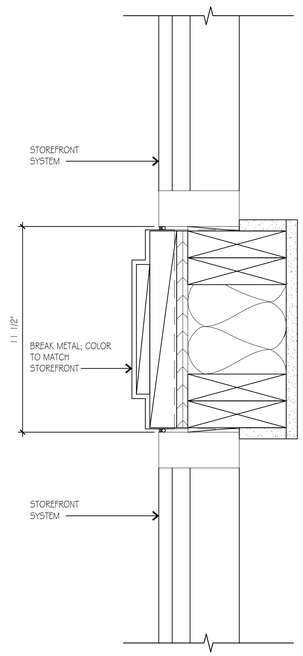
RESIDENTIAL BALCONY DOOR B

RESIDENTIAL TO FLOOR WINDOW C

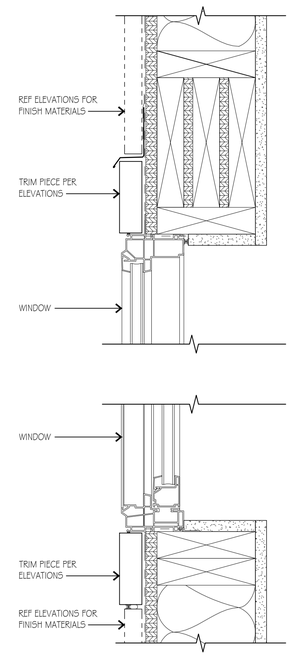
COMMERCIAL STOREFRONT D

COMMERCIAL STOREFRONT E

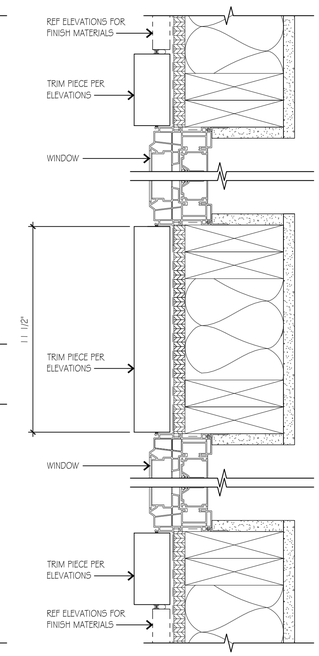
RESIDENTIAL WINDOW F



A) STOREFRONT PLAN DETAIL



B) WINDOW SECTION DETAIL



C) WINDOW PLAN DETAIL

WINDOW DETAILS 3

SCALE: 3/8" = 1'-0"

WEST ELEVATION 1

SCALE: 1/8" = 1'-0"

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STAR DEVELOPMENT
N WATER ST & E KANSAS ST
LIBERTY, MO

project number
23082.002

drawing issuance
HDRC SUBMITTAL 05.09.25

drawing revisions
No. Description: Date:

professional seal

drawing title
EXTERIOR ELEVATIONS

drawing number
A200

FINISH SCHEDULE

ITEM	DESCRIPTION	MANUF / COLOR	REMARKS
BK-1	FULL BRICK	GLEN-GERY / 52-DD	
BK-2	FULL BRICK	GLEN-GERY / ASPEN WHITE SMOOTH	
BK-3	FULL BRICK	GLEN-GERY / OSLO	
CS-1	CAST STONE	MIDWEST CAST STONE / 25AC	
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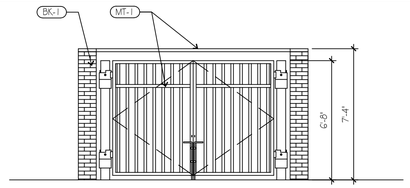
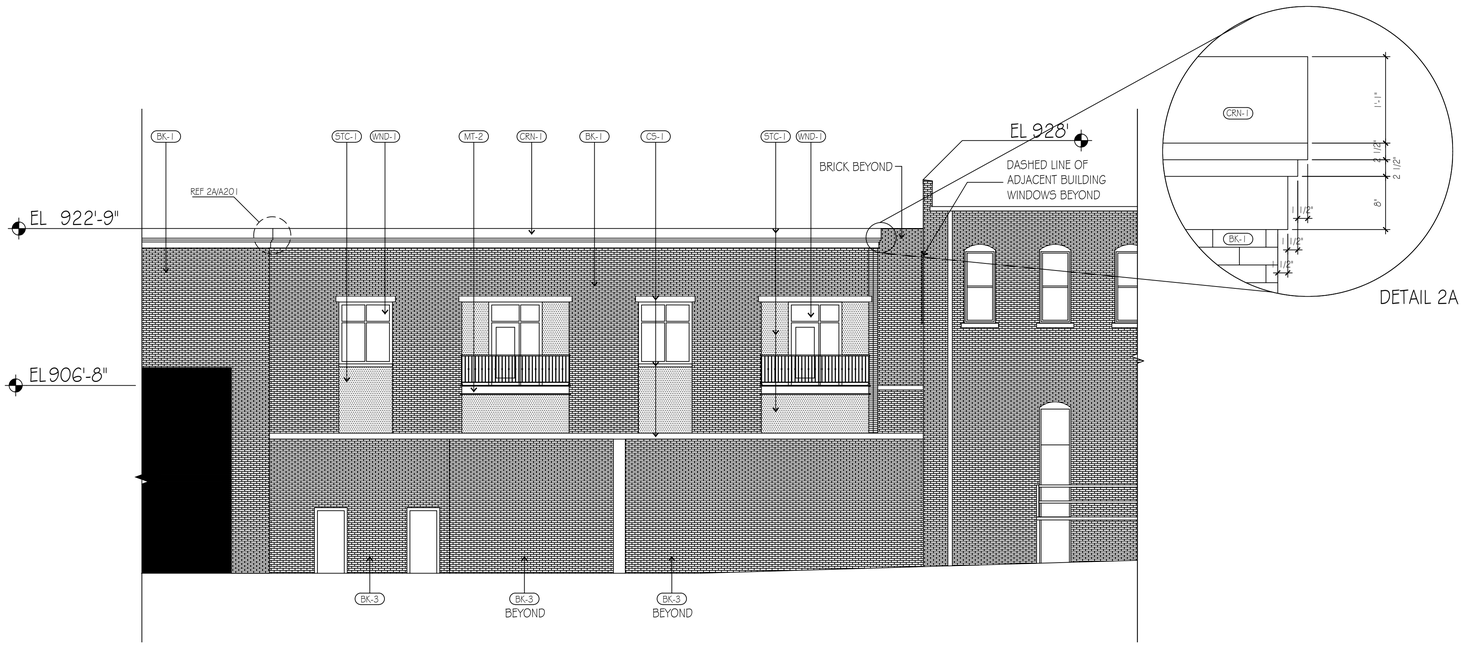
AWN-1	FABRIC AWNING	SUNBRELLA / BLACK	
WND-1	FIBERGLASS WINDOW & DOORS	TBD / BLACK TRIM	
WND-2	FIBERGLASS WINDOW & DOORS	TBD / WHITE TRIM	
CRN-1	GFRC CORNICE	ARCHITECTURAL MALL, INC / SW 7008 - ALABASTER	
CRN-2	GFRC CORNICE	ARCHITECTURAL MALL, INC / SW 9111 - ANTLER VELVET	



TRASH ENCLOSURE ELEVATION 3
SCALE: 1/4" = 1'-0"



DETAIL 2A

EAST ELEVATION 2
SCALE: 1/8" = 1'-0"

DETAIL 1A

SOUTH ELEVATION 1
SCALE: 1/8" = 1'-0"

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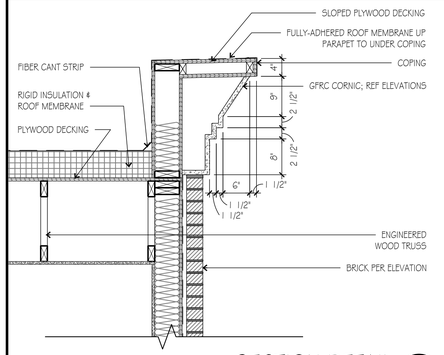
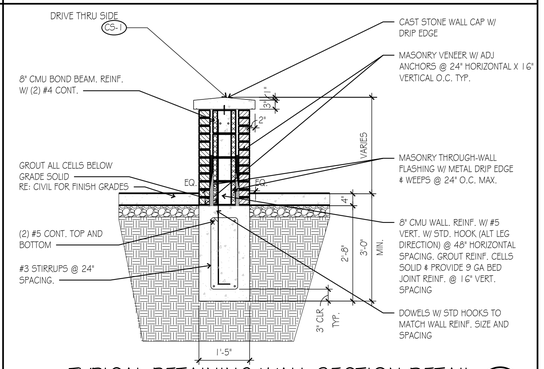
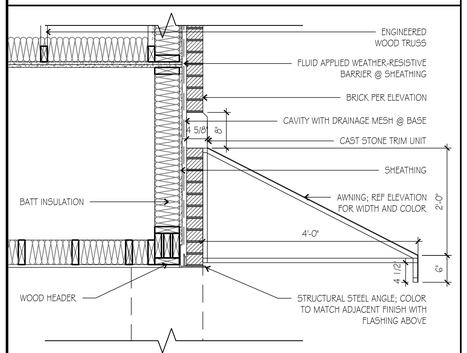


SECTION DETAIL 15
SCALE: 3/4" = 1'-0"

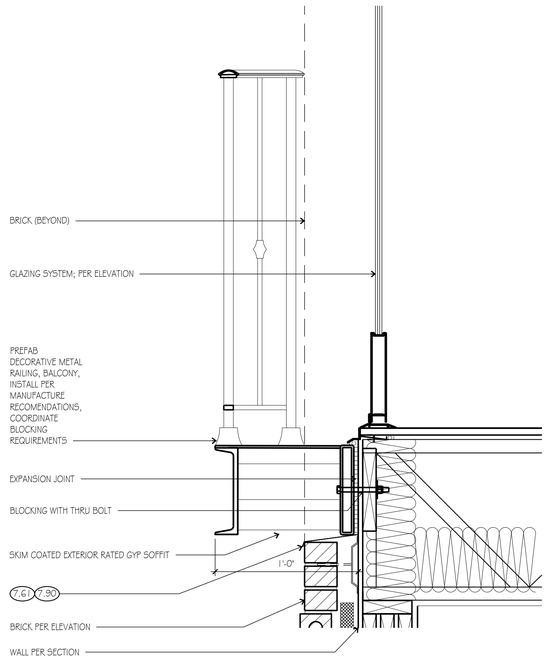


TYPICAL RETAINING WALL SECTION DETAIL 11
SCALE: 1/2" = 1'-0"

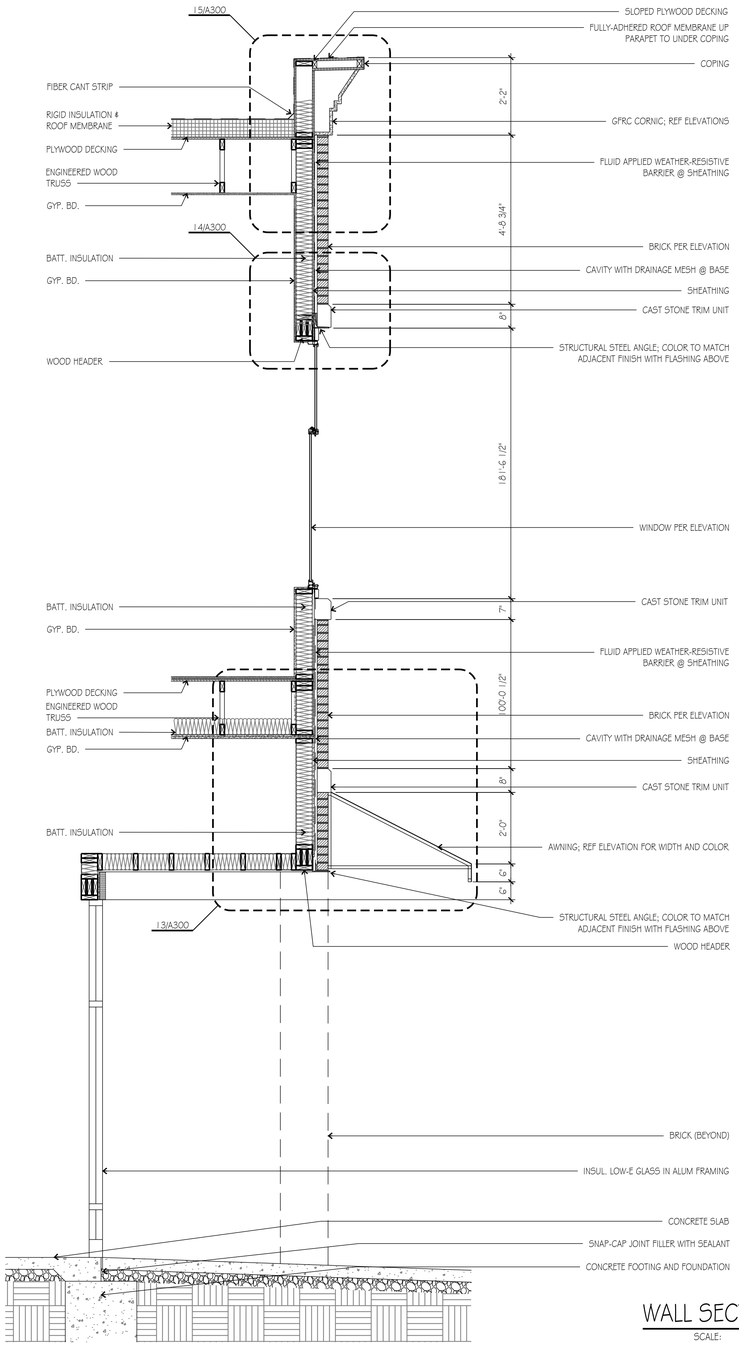
SECTION DETAIL 14
SCALE: 3/4" = 1'-0"



SECTION DETAIL 13
SCALE: 3/4" = 1'-0"



SECTION DETAIL 9
SCALE: 3/4" = 1'-0"



WALL SECTION 1
SCALE: 1/2" = 1'-0"

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LIBERTY, MO

project number
23082.002

drawing issuance
HDRC SUBMITTAL 05.09.25

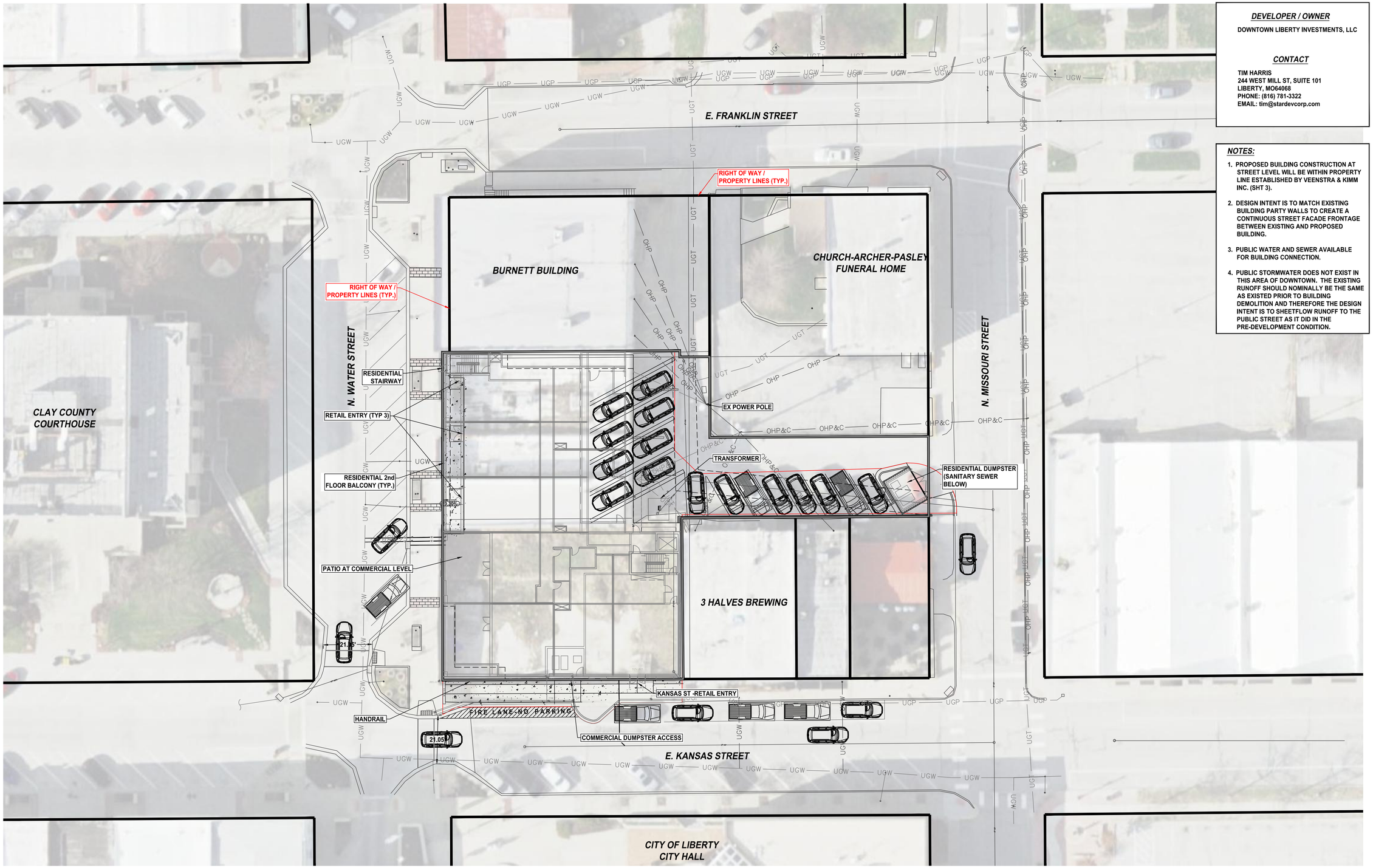
drawing revisions
No. Description: Date:

professional seal

drawing title
SECTIONS AND DETAILS

drawing number
A300

N:\Land Projects\Star Development - Liberty Downtown (BK Water)\Drawings\Drawings-Planal\HDRC Exhibits\PROPOSED SITE PLAN.dwg, PROPOSED SITE PLAN, 6/3/2025 10:03:09 AM, ANSI full bleed D (34.00 x 22.00 Inches), 1:1



DEVELOPER / OWNER

DOWNTOWN LIBERTY INVESTMENTS, LLC

CONTACT

TIM HARRIS
244 WEST MILL ST, SUITE 101
LIBERTY, MO64068
PHONE: (816) 781-3322
EMAIL: tim@stardevcorp.com

NOTES:

1. PROPOSED BUILDING CONSTRUCTION AT STREET LEVEL WILL BE WITHIN PROPERTY LINE ESTABLISHED BY VEENSTRA & KIMM INC. (SHT 3).
2. DESIGN INTENT IS TO MATCH EXISTING BUILDING PARTY WALLS TO CREATE A CONTINUOUS STREET FACADE FRONTAGE BETWEEN EXISTING AND PROPOSED BUILDING.
3. PUBLIC WATER AND SEWER AVAILABLE FOR BUILDING CONNECTION.
4. PUBLIC STORMWATER DOES NOT EXIST IN THIS AREA OF DOWNTOWN. THE EXISTING RUNOFF SHOULD NOMINALLY BE THE SAME AS EXISTED PRIOR TO BUILDING DEMOLITION AND THEREFORE THE DESIGN INTENT IS TO SHEETFLOW RUNOFF TO THE PUBLIC STREET AS IT DID IN THE PRE-DEVELOPMENT CONDITION.

BY	REVISION	DATE
--	--	--
--	--	--
--	--	--
RC	ALLEY CHANGES	6-02-25
RC	RESUBMIT TO HDRC (remove garage)	5-9-25
ACA	SUBMITTED TO HDRC	7-19-24

20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

AGC Engineers, INC.
405 S. Leonard St., Suite D
Liberty, Missouri 64068
816.781.4200 ■
fax 792.3666
www.agcengineers.com

WATER STREET LOFTS

LIBERTY, CLAY COUNTY, MISSOURI

--

PROPOSED SITE PLAN

2

klover architects

Project Narrative

May 27, 2025

Water Street Lofts – NE corner of N Water and E Kansas St.
Liberty, MO

Narrative:

The resubmittal for the Water Street Lofts is to remove the underground parking and reduce the density of the building. The layout and building design for the project is substantially similar to the original approval, and as revised for comments with the FDP approval. The originally approved underground parking has been replaced by tuck under parking off the alley. One level of apartments has been removed, reducing the total apartment units from 18 to 9 units. Additional retail has been added on Kansas Street below the commercial to enhance the elevation. There is still an overhead door to conceal the trash area. The previous approval had two overhead doors on Kansas Street and has been reduced to one overhead door.

By utilizing a base, middle, top strategy we have a rusticated base level made of cast stone to compliment the courthouse and add a level of detail at the pedestrian ground plane. This coupled with the red brick that is also found around the city helps to ground this building and make it a natural transition from the adjacent Burnett building with several brick corbeling details on several of the ground level column elements. The lower bay storefront windows utilize trim elements with heavier mullions to mimic other buildings in the square such as the 1 E Kansas building.

These bay window elements are carried up the corner façade to give the building an open presence with additional glazing on the corner. The built in, wrap around balcony also features decorative metal columns and cast stone caps for the brick areas.

White brick facades located strategically help break up the overall massing of the building creating a rhythmic pattern most often found in this area. The brick is also a design element found in other buildings along the square.

The mix of both fabric awnings and steel supported brick patio coverings further add to breaking the building up into different bays. As the building transitions to the upper floor, we utilize stone caps at the tops of windows to accentuate supporting elements along with cast stone sills.

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Lastly the articulated roof cornice and elements utilize a variety of trim and projections to achieve caps that compliment the surrounding buildings in the square.

Below is a bullet list of changes to the building design.

- The cornice designs remain unchanged from what was requested and approved for FDP.
- A canopy was added for the corner unit to provide shelter, which was previously provided by an upper balcony above. This also permits retaining the decorative metal corner column.
- We've added iron rails to the top of the cast stone patio walls to provide the required fall protection but also create a sense of openness for the patio. This is consistent with the balcony design for the unit above. This permits guests when seated to not be looking into a solid wall.
- The locations of the street level stone knee walls have been revised due to the grade change along the street and to align with the residential retail and wall that are now in line with each other. This redesign is necessary to allow for at grade entry for each commercial tenant space and removed all internal steps and additional walls that were necessary.
- Along E. Kansas St. there is now one overhead door and a man door for the trash room, and storefront for the new proposed commercial space. Previously, there were two overhead doors for the garage and a storefront door for the stairwell.
- For the east elevation along the alley, we've removed the stairs since access and level changes is now internal to the building and the exit is now at grade.
- The acid etched concrete has been removed due to the removal of the basement parking garage. In its place, the brick is brought to grade for the tuck under parking.
- Secured, covered bicycle parking is added to the Northeast corner.
- The parking is now angled as the vehicle maneuverability was limited.

The general layout of the building consists of ground floor commercial area anticipated to be 3-6 different tenant spaces and retail space on Kansas Street for a total of 10.727 SF. There is a floor-to-floor transition of 3' as we transition up the street, so the northern tenant space sits up a bit higher than the spaces on the south with the patio out front. Beside the street parking, there is recessed tuck under parking provided to replace the originally approved underground parking.

There are also two residential units facing the alley on the ground level with private access to stairs and elevator. These residential units are elevated above the rear alley with tuck under parking due to the grade change across the site.

The second level of the building is residential units of varying sizes consisting of 1- and 2-bedroom units. There is a common corridor with access to trash room, elevators, stairs and miscellaneous storage and mechanical rooms for servicing the building. There are 9 units per floor, for a total of 9 units for the project. All units have exterior balconies.

The basement trash room and retail of the building is accessed only on E Kansas St as it's the only "at grade" location for this floor. The basement trash room is necessary for the commercial tenants. Because the basement level is on average more than 6' below grade it is considered a basement per the IBC definition and not a story above grade according to the building code. The basement is completely buried on 2 sides and approximately 6-7' buried on the east side with only the south side being exposed to allow for parking. An at grade pedestrian lobby for guest entry into apartments is located in the alley with the tuck under parking. Several utility service entry rooms are also on this level along with building maintenance rooms. There is also a covered and secured bike rack within the tuck under parking area for residents to use.

Lastly in the rear alleyway, restriping of the alley will provide additional stalls with striped areas for the new building transformer. A trash enclosure for residential use has been added on the east side of the alley along N. Missouri St. for ease of truck access. The enclosure is designed with brick and metal coping to match the building design. There are utilities on the inside alley corner and a new required electrical transformer in this area and truck turning issues to put the trash enclosure on the inside corner.

End of Narrative

MATERIAL BOARD

SF-1
STOREFRONT
KAWNEER
DARK BRONZE

MT-1/MT-2
BREAK METAL/BALCONY
FIRESTONE (OR EQ.)
DARK BRONZE
(MATCH SF-1)

MT-3
STEEL GARAGE DOOR
OVERHEAD DOOR
MODEL 424
(PTM MATCH SF-1)

AWN-1
FABRIC AWNING
SUNBRELLA
BLACK

WND-1
FIBERGLASS WINDOW
BLACK TRIM

WND-2
FIBERGLASS WINDOW
WHITE TRIM

BK-1
BRICK
GLEN-GERY
52-DD

BK-2
BRICK
GLEN-GERY
ASPEN WHITE SMOOTH

BK-3
BRICK
GLEN-GERY
OSLO

CS-1
CAST STONE
MIDWEST CAST STONE
25AC

ST-1
STONE
US STONE
MCKINLEY

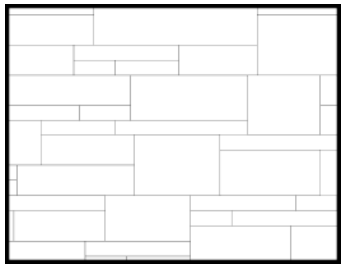
STC-1
STUCCO
SW 7504
KEYSTONE GRAY

CRN-1
CORNICE
GFRC
ARCHITECTURAL MALL, INC.
SW 7008
ALABASTER

CRN-2
CORNICE
GFRC
ARCHITECTURAL MALL, INC.
SW 9111
ANTLER VELVET

U.S. STONE INDUSTRIES

McKinley
Non-Tumbled Dimensional Dry Stacked Veneer
Common Name
Sawn Bed Split Face, Dimensional, Random Ashlar, Building Stone



Additional Information
Sawn Bed, Split Face, Split Ends

Standard 4-rise mix: 7% 4″, 31% 6″, 31% 8″ and 30% 10″ rises

and 3-rise mix: 20% 3 1/2″, 40% 7″, 40% 10 1/2″ rises

Thin Veneer will be 3/4″ to 1-1/4″ thickness

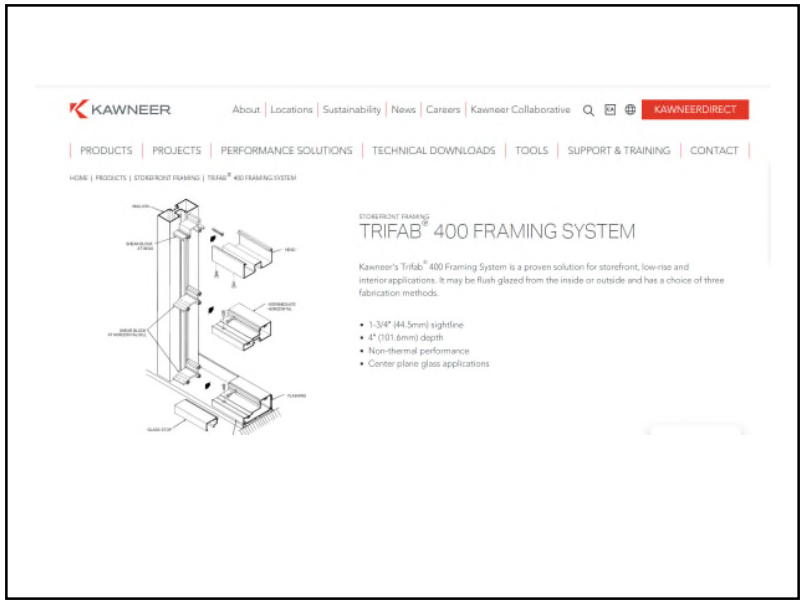
Full Bed will have nominal 4 1/2″ (+/- 1/2″) bed depth

Installed with Dry Stack/No Joint

Available Stone Types: Cottonwood, Silverdale, Onaga, Prairie Shell, Chestnut Shell, Flint Hills Gray, Gray Variegated, Plaza Gray

Exhibit F:
Supplemental Images

Exhibit F:
Supplemental Images



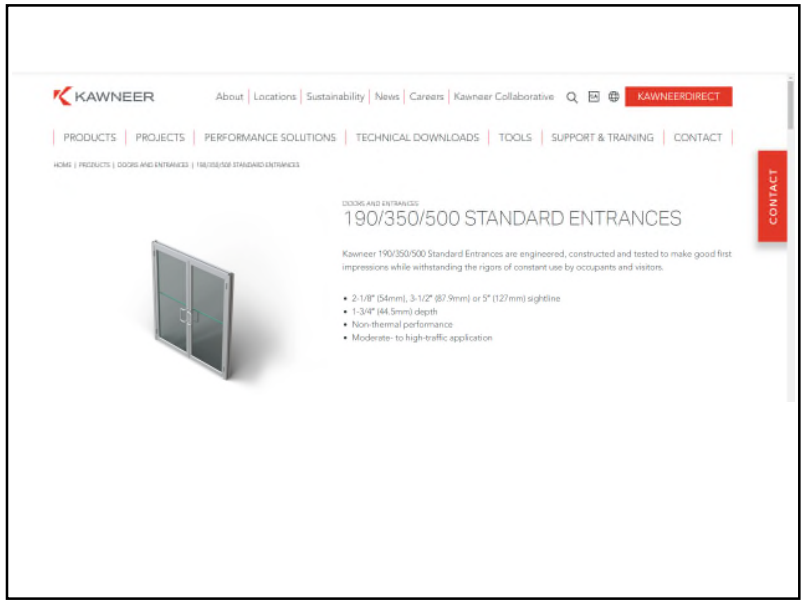


Exhibit F:
Supplemental Images

Exhibit F:
Supplemental Images

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SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

This suggested guide specification has been developed using the current edition of the Construction Specifications Institute (CSI) "Manual of Practice", including the recommendations for the CSI 3 Part Section Format and the CSI Page Format. Additionally, the development concept and organizational arrangement of the American Institute of Architects (AIA) MASTERSPEC Program has been recognized in the preparation of this guide specification. Neither CSI, AIA, USGBC nor ILFI endorse specific manufacturers and products. The preparation of the guide specification assumes the use of standard contract documents and forms, including the "Conditions of the Contract", published by the AIA.

PART 1 - GENERAL

1.1 Related Documents

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 Summary

A. Section Includes: Kawneer Architectural Aluminum Storefront Systems, including perimeter trims, stools, accessories, shims and anchors, and perimeter sealing of storefront units.
   1. Types of Kawneer Aluminum Storefront Systems include:
      a. Trifab® 400 Framing System – 1-3/4" x 4" (44.5 mm x 101.6 mm) nominal dimension; Non-Thermal; Center Plane, Screw Spline, Shear Block, Stick or Punched Opening Fabrication.

EDITOR NOTE: BELOW RELATED SECTIONS ARE SPECIFIED ELSEWHERE HOWEVER KAWNEER RECOMMENDS SINGLE SOURCE RESPONSIBILITY FOR ALL OF THESE SECTIONS AS INDICATED IN PART 1.6 QUALITY ASSURANCE.

B. Related Sections:
   1. 072700 "Air Barriers"
   2. 079200 "Joint Sealants"
   3. 083213 "Sliding Aluminum-Framed Glass Doors"
   4. 084113 "Aluminum-Framed Entrances and Storefronts"
   5. 084329 "Sliding Storefronts"
   6. 084413 "Glazed Aluminum Curtain Walls"
   7. 084433 "Sloped Glazing Assemblies"
   8. 085113 "Aluminum Windows"
   9. 086300 "Metal-Framed Skylights"
   10. 088000 "Glazing"
   11. 107113 "Exterior Sun Control Devices"
   12. 122600 "Interior Daylighting Devices"

1.3 Definitions

A. Definitions: For fenestration industry standard terminology and definitions refer to American Architectural Manufacturers Association (AAMA) – AAMA Glossary (AAMA AG).

1.4 Performance Requirements

A. Storefront System Performance Requirements:

EDITOR NOTE: AIR AND WATER PERFORMANCE RESULTS ARE BASED UPON ASTM AND AAMA STANDARDS FOR STOREFRONT FRAMING SYSTEMS. CONSULT YOUR LOCAL KAWNEER REPRESENTATIVE CONCERNING SPECIFIC PROJECT PERFORMANCE REQUIREMENTS.

EDITOR NOTE: PROVIDE WIND LOAD DESIGN PRESSURES IN PSF AND INCLUDE APPLICABLE BUILDING CODE AND YEAR EDITION

   1. Wind loads: Provide storefront system; include anchorage, capable of withstanding wind load design pressures of (____) lbs./sq. ft. inward and (____) lbs./sq. ft. outward. The design pressures are based on the (____) Building Code; (____) Edition.
   2. Air Infiltration: The test specimen shall be tested in accordance with ASTM E 283. Air infiltration rate shall not exceed 0.06 cfm/ft^2 (0.3 l/s · m^2) at a static air pressure differential of 6.24 psf (300 Pa).
   3. Water Resistance: The test specimen shall be tested in accordance with ASTM E 331. There shall be no leakage at a minimum static air pressure differential of 8 psf (383 Pa) as defined in AAMA 501
   4. Uniform Load: A static air design load of 20 psf (958 Pa) shall be applied in the positive and negative direction in accordance with ASTM E 330. There shall be no deflection in excess of L/175 of the span of any framing member. At a structural test load equal to 1.5 times the specified design load, no glass breakage or permanent set in the framing members in excess of 0.2% of their clear spans shall occur.

B. Environmental Product Declaration (EPD): Shall have a Type III Product-Specific EPD created from a Product Category Rule.

1.5 Submittals

*EDITOR NOTE: ADD RECYCLED CONTENT SECTION **IF REQUIRED TO MEET PROJECT REQUIREMENTS** AND/OR GREEN BUILDING CERTIFICATIONS SUCH AS LEED, LIVING BUILDING CHALLENGE (LBC), ETC. ARE REQUIRED.*

** IF RECYCLED CONTENT REQUIREMENTS **ARE NOT SPECIFIED - PRIME (ZERO RECYCLED CONTENT) ALUMUNUM COULD BE SUPPLIED.***

A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, hardware, finishes, and installation instructions for each type of aluminum-framed storefront system indicated.
   1. Recycled Content:
      a. Provide documentation that aluminum has a minimum of 50% mixed pre- and post-consumer recycled content with a sample document illustrating project specific information that will be provided after product shipment.
      b. Once product has shipped, provide project specific recycled content information, including:
         1) Indicate recycled content; indicate percentage of pre- and post-consumer recycled content per unit of product.
         2) Indicate relative dollar value of recycled content product to total dollar value of product included in project.
         3) Indicate location recovery of recycled content.
         4) Indicate location of manufacturing facility.
   2. Environmental Product Declaration (EPD).
      a. Include a Type III Product-Specific EPD created from a Product Category Rule.

B. Shop Drawings: Include plans, elevations, sections, details, hardware, and attachments to other work, operational clearances and installation details.

C. Samples for Initial Selection: For units with factory-applied color finishes including samples of hardware and accessories involving color selection.

D. Samples for Verification: For aluminum-framed storefront system and components required.

E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency for each type, of aluminum-framed storefront.

F. Fabrication Sample: Of each vertical-to-horizontal intersection of aluminum-framed systems, made from 12" (304.8 mm) lengths of full-size components and showing details of the following:
   1. Joinery, including concealed welds.
   2. Anchorage.
   3. Expansion provisions.
   4. Glazing.
   5. Flashing and drainage.

G. Other Action Submittals:
   1. Entrance Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.

1.6 Quality Assurance

A. Installer Qualifications: An installer which has had successful experience with installation of the same or similar units required for the project and other projects of similar size and scope.

B. Manufacturer Qualifications: A manufacturer capable of providing aluminum-framed storefront system that meet or exceed performance requirements indicated and of documenting this performance by inclusion of test reports, and calculations.

C. Source Limitations: Obtain aluminum-framed storefront system through one source from a single manufacturer.

D. Product Options: Drawings indicate size, profiles, and dimensional requirements of aluminum-framed storefront system and are based on the specific system indicated. Refer to Division 01 Section “Product Requirements”. Do not modify size and dimensional requirements.
   1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
   1. Build mockup for type(s) of storefront elevation(s) indicated, in location(s) shown on Drawings.

F. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section “Project Management and Coordination”.

1.7 Project Conditions

A. Field Measurements: Verify actual dimensions of aluminum-framed storefront openings by field measurements before fabrication and indicate field measurements on Shop Drawings.

1.8 Warranty

A. Manufacturer’s Warranty: Submit, for Owner’s acceptance, manufacturer’s standard warranty.
   1. Warranty Period: Two (2) years from Date of Substantial Completion of the project provided however that the Limited Warranty shall begin in no event later than six months from date of shipment by manufacturer.

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PART 2 - PRODUCTS

2.1 Manufacturers

A. Basis-of-Design Product:
   1. Kawneer Company Inc.
   2. Trifab® 400 Framing System (Non-Thermal)
   3. System Dimensions: 1-3/4" x 4" (44.5 mm x 101.6 mm)
   4. Glass: Center Plane

EDITOR NOTE: PROVIDE INFORMATION BELOW INDICATING APPROVED ALTERNATIVES TO THE BASIS-OF-DESIGN PRODUCT

B. Subject to compliance with requirements, provide a comparable product by the following:
   1. Manufacturer: (_____)
   2. Series: (_____)
   3. Profile dimension: (_____)

C. Substitutions: Refer to Substitutions Section for procedures and submission requirements
   1. Pre-Contract (Bidding Period) Substitutions: Submit written requests ten (10) days prior to bid date.
   2. Post-Contract (Construction Period) Substitutions: Submit written request in order to avoid storefront installation and construction delays.
   3. Product Literature and Drawings: Submit product literature and drawings modified to suit specific project requirements and job conditions.
   4. Certificates: Submit certificate(s) certifying substitute manufacturer (1) attesting to adherence to specification requirements for storefront system performance criteria, and (2) has been engaged in the design, manufacturer and fabrication of aluminum storefront for a period of not less than ten (10) years. (Company Name)
   5. Test Reports: Submit test reports verifying compliance with each test requirement required by the project.
   6. Samples: Provide samples of typical product sections and finish samples in manufacturer's standard sizes.

D. Substitution Acceptance: Acceptance will be in written form, either as an addendum or modification, and documented by a formal change order signed by the Owner and Contractor.

2.2 Materials

A. Aluminum Extrusions: Alloy and temper recommended by aluminum storefront manufacturer for strength, corrosion resistance, and application of required finish and not less than 0.070" (1.8 mm) wall thickness at any location for the main frame and complying with ASTM B 221: 6063-T6 alloy and temper.

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** IF RECYCLED CONTENT REQUIREMENTS **ARE NOT SPECIFIED - PRIME (ZERO RECYCLED CONTENT) ALUMUNUM COULD BE SUPPLIED**.*

   1. Recycled Content: Shall have a minimum of 50% mixed pre- and post-consumer recycled content.
      a. Indicate recycled content; indicate percentage of pre-consumer and post-consumer recycled content per unit of product.
      b. Indicate relative dollar value of recycled content product to total dollar value of product included in project.
      c. Indicate location recovery of recycled content.
      d. Indicate location of manufacturing facility.

B. Fasteners: Aluminum, nonmagnetic stainless steel or other materials to be non-corrosive and compatible with aluminum framing members, trim hardware, anchors, and other components.

C. Anchors, Clips, and Accessories: Aluminum, nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating; provide sufficient strength to withstand design pressure indicated.

D. Reinforcing Members: Aluminum, nonmagnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B 456 for Type SC 3 severe service conditions, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating; provide sufficient strength to withstand design pressure indicated.

E. Sealant: For sealants required within fabricated storefront system, provide permanently elastic, non-shrinking, and non-migrating type recommended by sealant manufacturer for joint size and movement.

F. Tolerances: Reference to tolerances for wall thickness and other cross-sectional dimensions of storefront members are nominal and in compliance with AA Aluminum Standards and Data.

2.3 Storefront Framing System

A. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

B. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials. Where exposes shall be stainless steel.

C. Perimeter Anchors: When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action

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D. Packing, Shipping, Handling and Unloading: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

E. Storage and Protection: Store materials protected from exposure to harmful weather conditions. Handle storefront material and components to avoid damage. Protect storefront material against damage from elements, construction activities, and other hazards before, during and after storefront installation.

2.4 Glazing Systems

A. Glazing: As specified in Division 08 Section “Glazing”.

B. Glazing Gaskets: Manufacturer's standard compression types; replaceable, extruded EPDM rubber.

C. Spacers and Setting Blocks: Manufacturer's standard elastomeric type.

D. Bond-Breaker Tape: Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion.

E. Glazing Sealants: For structural-sealant-glazed systems, as recommended by manufacturer for joint type, and as follows:
1. Weatherseal Sealant: ASTM C 920 for Type S, Grade NS, Class 25, Uses NT, G, A, and O; single-component neutral-curing formulation that is compatible with structural sealant and other system components with which it comes in contact; recommended by structural-sealant, weatherseal-sealant, and aluminum-framed-system manufacturers for this use.

2.5 Entrance Door Systems

A. Entrance Doors: As specified in Division 084113 Section “Aluminum-Framed Entrances and Storefronts”.

B. Entrance Door Hardware: As specified in Division 084113 Section “Door Hardware”.

2.6 Accessory Materials

A. Joint Sealants: For installation at perimeter of aluminum-framed systems, as specified in Division 07 Section “Joint Sealants”.

B. Bituminous Paint: Cold-applied, asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos; formulated for 30 mil (0.762 mm) thickness per coat.

2.7 Fabrication

A. Extrude aluminum shapes before finishing.

B. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
1. Profiles that are sharp, straight, and free of defects or deformations.
2. Accurately fit joints; make joints flush, hairline and weatherproof.
3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
4. Physical and thermal isolation of glazing from framing members.
5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
6. Provisions for field replacement of glazing.
7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

C. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.

D. Structural-Sealant-Glazed Framing Members: Include accommodations for using temporary support device to retain glazing in place while structural sealant cures.

E. Storefront Framing: Fabricate components for assembly using manufacturer’s standard installation instructions.

F. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.8 Aluminum Finishes

A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

B. Factory Finishing:
1. Kawneer Permanodic® AA-M10C21A44, AAMA 611, Architectural Class I Color Anodic Coating (Color _____).
2. Kawneer Permanodic® AA-M10C21A41, AAMA 611, Architectural Class I Clear Anodic Coating (Color #14 Clear) (Optional).
3. Kawneer Permanodic® AA-M10C21A31, AAMA 611, Architectural Class II Clear Anodic Coating (Color #17 Clear) (Standard).
4. Kawneer Permafluor™ (70% PVDF), AAMA 2605, Fluoropolymer Coating (Color _____).
5. Kawneer Permadize® (50% PVDF), AAMA 2604, Fluoropolymer Coating (Color _____).
6. Kawneer Permacoat™ AAMA 2604, Powder Coating (Color _____)
7. Other: Manufacturer _____ Type _____ Color _____.

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PART 3 - EXECUTION

3.1 Examination

A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work. Verify rough opening dimensions, levelness of sill plate and operational clearances. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure a coordinated, weather tight aluminum-framed storefront installation.
   1. Masonry Surfaces: Visibly dry and free of excess mortar, sand, and other construction debris.
   2. Wood Frame Walls: Dry, clean, sound, well nailed, free of voids, and without offsets at joints. Ensure that nail heads are driven flush with surfaces in opening and within 3 inches (76 mm) of opening.
   3. Metal Surfaces: Dry; clean; free of grease, oil, dirt, rust, corrosion, and welding slag; without sharp edges or offsets at joints.
   4. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 Installation

A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing aluminum-framed storefront system, accessories, and other components.

B. Install aluminum-framed storefront system level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.

C. Set sill members in bed of sealant or with gaskets, as indicated, for weather tight construction.

D. Install aluminum-framed storefront system and components to drain condensation, water penetrating joints, and moisture migrating within aluminum-framed storefront system to the exterior.

E. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

3.3 Field Quality Control

A. Field Tests: Architect shall select storefront units to be tested as soon as a representative portion of the project has been installed, glazed, perimeter caulked and cured. Conduct tests for air infiltration and water penetration with manufacturer's representative present. Tests not meeting specified performance requirements and units having deficiencies shall be corrected as part of the contract amount.
   1. Testing: Testing shall be performed by a qualified independent testing agency. Refer to Testing Section for payment of testing and testing requirements. Testing Standard per AAMA 503, including reference to ASTM E 783 for Air Infiltration Test and ASTM E 1105 Water Infiltration Test.
      a. Air Infiltration Tests: Conduct tests in accordance with ASTM E 783. Allowable air infiltration shall not exceed 1.5 times the amount indicated in the performance requirements or 0.09 cfm/ft^2, whichever is greater.
      b. Water Infiltration Tests: Conduct tests in accordance with ASTM E 1105. No uncontrolled water leakage is permitted when tested at a static test pressure of two-thirds the specified water penetration pressure but not less than 6.24 psf (300 Pa).

B. Manufacturer's Field Services: Upon Owner’s written request, provide periodic site visit by manufacturer’s field service representative.

3.4 Adjusting, Cleaning, and Protection

A. Clean aluminum surfaces immediately after installing aluminum-framed storefronts. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.

B. Clean glass immediately after installation. Comply with glass manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.

C. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

DISCLAIMER STATEMENT

This guide specification is intended to be used by a qualified construction specifier. The guide specification is not intended to be verbatim as project specification without appropriate modifications for the specific use intended. The guide specification must be used and coordinated with the procedures of each design firm, and the particular requirements of a specific construction project.

END OF SECTION 084113

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Achieve commercial-grade strength and lasting durability for your customers' long-term return on investment. Pella Impervia products are made from our proprietary fiberglass material, the strongest material for windows and patio doors, engineered for lasting durability.[1]

Revolutionary hardware

The patent-pending Easy-Slide Operator simply slides to open, without the effort of cranking, on casement and awning windows.

Sleek profiles and more glass

Create bold designs from sleek profiles and more glass with our intentionally-designed products made from our exceptionally strong proprietary fiberglass.

- **100x more impact resistant[2]**
  Pella's fiberglass is 100x more impact-resistant than Andersen's Fibrex windows. You can trust our fiberglass products to be better equipped to stand up to a hammer misfire and other jobsite conditions.
- **Proven performance**
  Engineered for the rigorous performance requirements of a commercial building, Pella Impervia products provide outstanding resistance to water, wind and outside noise.[3]
- **Installation solutions and expertise**
  With nearly 100 years in business, we've got you covered with products and installation solutions for your exact situation.
- **Exceptional mulling capabilities**
  With both interior and exterior accessory grooves on all Pella fiberglass products, you can create larger, unique combinations specifically for your remodel or new construction project. Our extensive factory-mulled options will come preassembled, saving you time on the jobsite.
- **Up-to-date color palette**
  Achieve your design style with up-to-date frame color options, including Black.
- **Tested beyond requirements**
  Tested beyond industry standards and to extremes from -40ºF to 180ºF, our proprietary fiberglass can handle the most extreme heat and sub-zero cold.[4] Our products are tested beyond industry standards to help ensure less maintenance with fewer callbacks.
- **Durable three-way corner joints**
  For added strength, durability and reliable water performance, Pella Impervia products feature corner locks and sashes injected with sealant and fastened with screws.
- **The confidence of a strong warranty[5]**
  We know your reputation matters, so we have one of the strongest warranties in the business.

Available in these window and patio door styles:

Special shape windows also available.

[1,2,3,4,5] See back cover for disclosures.

Delivering **unmatched strength,** engineered for **lasting durability**.[1]

Pella's proprietary fiberglass vs. Andersen Fibrex[2, 6, 7]
Pella Impervia products won't dent, bend or break as much as the competition.

Won't dent.
100x
more impact-resistant

Won't bend.
10x
stronger

Won't break.
20x
the tensile strength

Product Specifications

Window & Patio Door Styles	Min. Width	Min. Height	Max. Width	Max. Height	Design Pressure	Performance Values: U-Factor	SHGC	HVHZ	FL #
Vent Awning	20"	17-1/2"	59-1/2"	59-1/2"	+50/-50	0.18-0.48	0.16-0.55	No	35281
Fixed Awning	13-1/2"	11-1/2"	71-1/2"	79-1/2"	+50/-50	0.16-0.49	0.18-0.63	No	35284
Vent Casement	17-1/2"	20"	37-1/2"[8]	79-1/2"	+50/-50	0.26-0.45	0.18-0.55	No	35278
Fixed Casement	13-1/2"	11-1/2"	71-1/2"	79-1/2"	+50/-50	0.22-0.48	0.20-0.62	No	35284
Vent Double-Hung	17-½"	29-½"	47-½"	77-½"	LC30-LC50	0.25-0.49	0.19-0.58	No	12600
Vent Single-Hung	17-½"	23-½"	47-½"	77-½"	LC40-LC50	0.24-0.51	0.19-0.59	No	12602
Sliding Window (OX, XO)	23-½"	11-½"	71-½"	71-½"	LC30-LC50	0.25-0.50	0.19-0.59	No	12604
Sliding Window (XOX)	47-½"	17-½"	107-½"	71-½"	LC30-LC50	0.25-0.50	0.19-0.59	No	12604
Fixed Frame Direct Set	11-1/2"	11-1/2"	143-1/2"	143-1/2"	+50/-55	0.14-0.46	0.18-0.69	No	26584
Sliding Patio Door (One Panel)	27"	71-1/2"	50.-5/8"	119-1/2"	+50/-50	0.17-0.48	0.19-0.59	No	39352
Sliding Patio Door (Two Panel)	59-1/4"	71-1/2"	95-1/4"	119-1/2"	+50/-50	0.17-0.48	0.19-0.59	No	39352
Sliding Patio Door (Three Panel)	91-7/8"	71-1/2"	145-7/8"	119-1/2"	+50/-50	0.17-0.48	0.19-0.59	No	39352

Window sizes available in 1/8" increments
Maximum square footage rules apply. Maximum width and height cannot exceed the maximum square footage. Special shapes available.
Two and three-panel sliding patio door configurations that are greater than or equal to 95.5" in height will come knock-down and require field assembly.
Knock-down will be optional for two and three-panel configurations until 95.5" in height.

Glass & Additional Energy Efficiency Upgrades

InsulShield® Low-E Glass[9]

Pella Impervia products offer energy-efficient options that will meet or exceed ENERGY STAR guidelines in all 50 states.[10]

Advanced Low-E insulating dual- or triple-pane glass with argon

Advanced Comfort Low-E insulating dual-pane glass with argon

Natural Sun Low-E insulating dual- or triple-pane glass with argon

Natural Sun+ Low-E insulating dual-pane glass with argon

SunDefense™ Low-E insulating dual- or triple-pane glass with argon

SunDefense+™ Low-E insulating dual-pane glass with argon

Additional Glass Options

Tempered glass

Laminated (non-impact-resistant),[11] tinted[12] or obscure glass also available on select products

STC (Sound Transmission Class) dual-pane sound control glass[13]

Triple Pane[14]

Impact-resistant glass[9,15]

Foam Insulation Options

Optional foam-insulated frame and sash are available to increase energy efficiency.

[1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15] See back cover for disclosures.

Color & Finishes

Frame Colors

Our long-lasting powder-coat finish resists chipping and fading and meets AAMA 624, which is a highly-rated fiberglass finish that will never need to be repainted or refinished.

Solid-Color:

White

Brown

Black

Tan

Morning Sky Gray

Dual-Color:

White Interior with Brown Exterior

White Interior with Black Exterior

White Interior with Tan Exterior

White Interior with Morning Sky Gray Exterior

Window Hardware

Casement & Awning

The patent-pending Easy-Slide Operator is a revolutionary way to operate casement and awning windows. Simply slide to open, without the effort of cranking. With precision venting technology, the window will open to an exact location. Or select the fold-away crank, that folds neatly away, against the window frame. Neither solution will interfere with roomside window treatments.

Easy-Slide Operator

Fold-Away Crank

Color-Matched Finishes:

White

Brown

Matte Black

Tan

Morning Sky Gray

Additional Finish:[16]

Satin Nickel

Sliding, Single & Double-Hung

Pella's cam-action lock pulls the sashes against the weatherstripping on single-hung, double-hung and sliding windows for a tighter seal.

Cam-Action Lock

Color-Matched Finishes:

White

Brown

Matte Black

Tan

Morning Sky Gray

Additional Finishes:

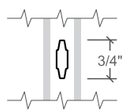
Satin Nickel

Bright Brass

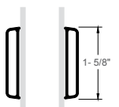
Oil-Rubbed Bronze

Grilles

Grilles are color-matched to window or patio door interior and exterior frame color.



Aluminum Grilles-Between-the-Glass ¾"[17]



Applied Grilles[18]

[16, 17, 18] See back cover for disclosures.

1300 Industrial Road, Unit #19
San Carlos, CA 94070
FREE CALL 1-866-695-5862 US & Canada
info@lumascape.com

LUMASCAPE

LS121LED Cassia

Wallmount

humantouch™ microantileach™

CADdetails IP65 Dimmable Intertek

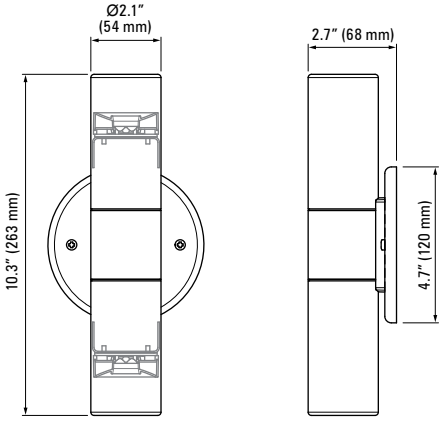
The LS121LED is a compact, fixed position, direct/indirect accent used for grazing walls or other accent illumination tasks. The luminaire is constructed from either copper or powder coated aluminum, providing a variety of aesthetic options. This luminaire is ideal for use in modern architectural designs, and now features new Lumascape d5 driver technology for advanced dimming and control options.

Specifications

Lamp Source	2 x 6 W LED □ White (4 300 K typical) ■ Warm white (3 000 K typical) ■ Blue (470 nm)
Approved Use	Suitable for wet locations
Control Options	0-10 V On-site or factory-programmable brightness
IP Rating	IP65
Construction	Powder coated aluminum ■ Black ■ Silver Polished copper
Installation Type	Wall mount
Remote Transformers / Power Supplies *Order separately*	**LSLED-15V20W277** J-box power supply for non-dimming applications
Ambient Operating Temperature	-4 °F to 104 (-20 °C to 40 °C)
Photometrics	Refer to www.lumascape.com

Any luminaire can become hot - take care with appropriate use and placement

LS121LED Cassia



LS121LED → [ ] → [ ] → 23 → [ ]

LAMP

Description	Wattage	Color	Code
LED	2 x 6 W	White (4 300 K typical)	12W4
		Warm white (3 000 K typical)	12H6
		Blue (470 nm)	12B4

OPTICAL SYSTEM

Beam		Code
Narrow	14°	NR
Narrow Medium	25°	NM
Medium	30°	ME
Wide	40°	WD

INPUT VOLTAGE

Description	Code
PWM Dimmable Driver, 12-15 V, 60 Hz or 12-24 V DC	23[1]

[1] For appropriate transformer.

FINISH

Description	Material	Code
Black, powder coated	Aluminum	CB
Silver, powder coated	Aluminum	CS
Polished	Copper	CU

Wiring Diagram Reference

Input Voltage	LED Color	Control Type	Wiring Diagram
23	Single Color	Non Dim	2
23	Single Color	0-10 V	3,4

Sectional Steel Door Systems

PRODUCT LINE	NON-INSULATED DOORS	MODELS	416/420/424/430
	INSULATED DOORS		418/422/426/432

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

General Features and Benefits

Solidly Constructed for Reliable Performance

- 16, 20, or 24-gauge steel door panels result in a solidly constructed door for years of dependable service
- Standard steel doors available in sizes up to 32'2" (9804 mm) in width and 24'1" (7341 mm) in height
- Insulated steel doors available in up to 32'2" (9804 mm) in width and 24'1" (7341 mm) in height
- Heavy-duty track and hardware are fabricated of high-quality galvanized steel and engineered for precise, trouble-free performance
- Flexible PVC bottom weatherseal with retainer lessens conductivity of heat and cold, minimizes air and water penetration and accommodates irregular floor conditions
- Option of insulated steel doors provides enhanced thermal efficiency and R-values* of 7.35 (1.29 K m²/W)
- Baked-on, polyester paint finish eliminates field painting and provides long-lasting protection against the elements
- Superior panel strength and well-engineered track design meets wind load requirements and codes

Specialized Options for Customized Solutions

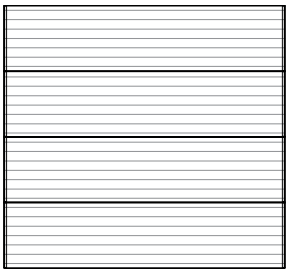
- Full-section or individual-panel glazing satisfies requirements for external light and visitor identification
- Higher-cycle springs in optional 25k, 50k, 75k or 100k-cycles promote long-life in high-usage applications
- Optional steel strutting provides reinforcement for structural integrity on wider doors
- Other options include: electric and chain hoist operation, aluminum sash sections with choice of DSB, acrylic, polycarbonate, tempered, or wire glazing, as well as movable center posts, 3" (76 mm) track, jamb seals
- Impact bottom section available for doors exposed to damage from fork lifts and other warehouse traffic
- FBC approved wind load options available

* R-Value is a measure of thermal efficiency. The higher the R-Value the greater the insulating properties of the door. Overhead Door Corporation uses a calculated door curtain R-Value for our insulated doors.

Cover image: *Model 432, Ribbed Panel, custom paint finish, Aluminum Sash Section with DSB glazing*

Image above: *Model 424 Ribbed Panel, Industrial Brown baked-on polyester finish*

Panel Options

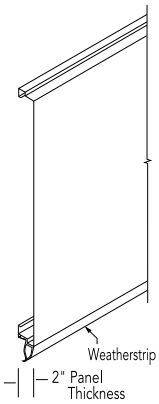


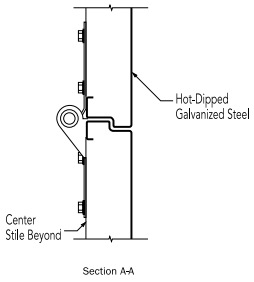
Ribbed Panel

Flush Panel

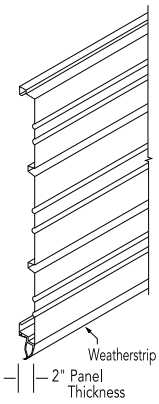
Steel Door Panel Detail

Model 416



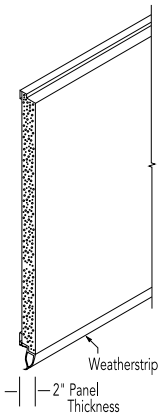


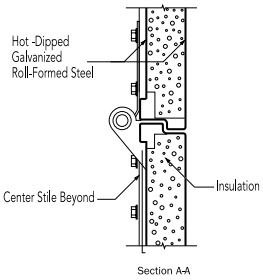
Models 420/424/430



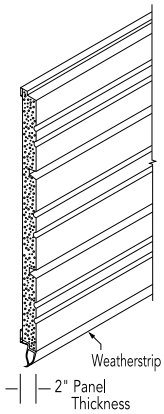
Insulated Steel Door Panel Detail

Model 418





Models 422/426/432



Glazing Options

All Models:

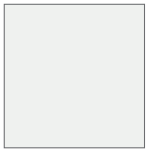
Aluminum Sash Section with DSB glazing

Available Only on 418, 422, 430, 432:

Insulated DSB (24"x 7")

Color Options

All Models:



White

Available Only on 424, 426, 430, 432:

Industrial Brown

Actual colors may vary from these shown due to fluctuations in the printing process.
Ask your Overhead Door™ Distributor for color samples.

General Specifications for SECTIONAL STEEL				
	Extra Heavy Duty	Heavy Duty		Medium Duty
Model	416	420	424	430
Nominal Thickness	2" (51 mm)	2" (51 mm)	2" (51 mm)	2" (51 mm)
Maximum Standard Width	32'2" (9804 mm)	31'2" (9500 mm)	30'2" (9195 mm)	20'2" (6147 mm)
Maximum Standard Height	21'1" (6426 mm)	24'1" (7341 mm)	24'1" (7341 mm)	16'1" (4902 mm)
Exterior Steel	16-gauge galvanized steel	20-gauge galvanized steel	24-gauge galvanized steel	Nominal24-gauge galvanized steel
Exterior Surface	Flush	Ribbed	Ribbed	Ribbed
Exterior Finish Color	White baked-on polyester	White baked-on polyester	Industrial Brown and White baked-on polyester	Industrial Brown and White baked-on polyester
End Stiles	16-gauge galvanized steel	16-gauge galvanized steel	16-gauge galvanized steel	16-gauge galvanized steel
Intermediate Stiles	16-gauge galvanized steel	16-gauge galvanized steel	16-gauge galvanized steel	16-gauge galvanized steel
Lock	Interior-mounted slide lock	Interior-mounted slide lock	Interior-mounted slide lock	Interior-mounted slide lock

Available Options for SECTIONAL STEEL				
Electric Operator	•	•	•	•
Bottom Sensing Edge	•	•	•	•
Chain Hoist	•	•	•	•
Pull-Rope Auto Release	•	•	•	•
Full Sash Section (Glazing Options) 1/8" (3mm) DSB, Insulated	•	•	•	•
1/8" (3mm) & 1/4" (6mm) Acrylic	•	•	•	•
Individual Lites (Glazing Options) 1/8" (3mm) DSB	•	•	•	•
1/8" (3mm) & 1/4" (6mm) Acrylic	•	•	•	•
1/8" (3mm) & 1/4" (6mm) Polycarbonate	•	•	•	•
1/8" (3mm) & 1/4" (6mm) Tempered	•	•	•	•
1/8" (3mm) & 1/4" (6mm) Wired	•	•	•	•
3" (76 mm) Track	•	•	•	•
Higher-Cycle Springs 25K, 50K, 75K and 100K	•	•	•	•
Exhaust Ports	•	•	•	•
Industrial Brown Paint Finish			•	•
5-Pin Tumbler Keyed Lock	•	•	•	•

COURT HOUSE
G.M. PETERS AGENCY, INC.

HALVES BREWING CO

G.M. PETER
NCY. INC.
HISTORIC
Liberty
ONE WAY
WATER

City Hall/Police &
County/DA Offices
Museums
WELCOME

ONE WAY

LIBERTY HISTORIC DISTRICT REVIEW COMMISSION
Meeting Excerpt
June 17, 2025
5:30 pm
City Council Chambers

Roll Call: Paemon Aramjoo, Linda Armstrong, John Carr, Kathy Chelton, Vern Drottz, Aimee Gray, Matt Grundy, Brett Rinker, Katie Schmidt

Present: Linda Armstrong, Kathy Chelton, Vern Drottz, Matt Grundy, Brett Rinker, Katie Schmidt

Absent: Paemon Aramjoo, John Carr, Aimee Gray

Applicants: Henry Klover, Matthew Iway with 1-11 N. Water. James Moes, owner of 448 E. Mississippi. Mark St. Claire, owner of 118 N. Morse Ave.

Staff Present: Katherine Sharp, Director Planning & Development; Jeanine Thill, Community Development Manager

2 members of the public were present

Chairman Grundy called the meeting to order at 5:30 p.m.

Approval of Meeting Summary May 20, 2025: A motion to approve the meeting summary, as presented, was made by Commissioner Chelton. The motion was seconded by Commissioner Schmidt. The motion passed 6-0-0.

Current Business

HDRC Case#25-005LS (24-013LS Amended) Public Hearing. **Consideration of a Certificate of Appropriateness for construction of a mixed-use building totaling 23,116 square feet at 1 – 11 N. Water Street, Liberty Square Historic District.**

Ms. Thill read the staff report and recommended approval of the application as submitted.

Chairman Grundy asked if the Commission had questions for Staff.

Commissioner Rinker asked if the application has been reviewed for code compliance. Ms. Sharp said it will go to the building division for review after City Council approval.

Commissioner Armstrong commented that the detail on sheet A200 is very helpful.

Chairman Grundy asked if there are any questions for the applicant.

Commissioner Rinker asked about the trash compactor door on the Kansas Street elevation. Mr. Klover said it will be for roll-out dumpster. He said they couldn't put it on the east elevation because there were electrical and sewer complications. He added that there are a few other things to note on the Kansas Street elevation. The man door will have steps up to it. Commissioner Rinker said the parking on Kansas Street is now shown as a fire lane. He asked if there is a reason for that. Mr. Klover said that the fire department will determine if that parking

needs to remain now that the height has been reduced. They would like more parking if possible.

Commissioner Armstrong asked if the stairs that are currently along Kansas Street would be removed. Mr. Klover confirmed that the existing steps will be removed and the new sidewalk will be built as a slope. He said they will be adding a handrail at that location.

Commissioner Drottz asked about the east elevation and if there is stucco on the rear/east elevation. Mr. Klover said there will be stucco below the railings on the east/alley elevation. Commissioner Drottz asked if the balconies are all Juliet balconies. Mr. Klover confirmed they are.

Mr. Klover added they reduced the height of the wall around the patio, so it is more of a table height. The top of the rails are 42 inches. Commissioner Chelton asked if the railings on the second floor are the same height as the first floor. Mr. Klover confirmed that they are, commenting that the perspective on the second floor is a bit skewed, but it will be the same.

Commissioner Chelton commented that she likes the two-story vs the three-story design.

Commissioner Chelton asked for further clarification about the trash door on the Kansas Street elevation. Mr. Klover said the door will allow for the dumpster to be rolled out.

Chairman Grundy opened the public hearing.

Mr. James Moes, 448 E. Mississippi, said the scale and materials look correct, but it feels like it fits more in Zona Rosa rather than Liberty. He added that what he likes about historic homes and buildings is that there is a single perspective and one kind of trim. When things are mixed like this, it feels very suburban. This feels like a suburban development. When they are intermixed, it loses the elegance of what a Historic District has to offer. He added that the giant masonry feels contemporary.

Chairman Grundy asked if staff or the applicant had a response. Mr. Klover said that they worked to break up the massing and quadrants of the buildings after the previous public meetings, adding that it is a bit of a rehash of what brought us to this point. They are trying to get ADA landings and that is a bit of a challenge. They designed it so there are clean ramps with landings at the doors.

Chairman Grundy closed the public hearing.

Commissioner Armstrong said she feels that the design has improved from the first version. There are vertical lines and definitions that achieve a more harmonious design. In watching the evolution of the project, it seems that there has been attention to the concerns that were raised in the past. She appreciates the way the windows have been divided with the larger lower windows and the smaller upper windows, it brings some harmony with the raised divided light. The design of the windows continues the lines that are established elsewhere on the square where there are windows with arches which is a nice touch.

Commissioner Rinker said he agrees that the smaller balconies are an improvement. The change in the upper balcony on the corner has less of a horizontal line, adding that is also an improvement over last time. Last time they didn't have lighting details. He feels like a sconce

with more of a historic design might be more appropriate. He appreciates the improvements to the design. He understands the considerations with the dumpster.

Commissioner Armstrong commented that she appreciates that there aren't stairs on the sidewalk.

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

A motion was made by Commissioner Armstrong to approve the new application as submitted because it conforms to the design guidelines for new construction. The motion was seconded by Commissioner Schmidt. The motion passed 4-2-0. Commissioners Drottz and Rinker opposed.

RESOLUTION NO._____

A RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF A NEW MIXED-USE BUILDING AT 1-11 N. WATER STREET, LIBERTY SQUARE HISTORIC DISTRICT

WHEREAS, a decision of the Historic District Review Commission to approve a certificate of appropriateness for the construction of a new mixed use building at 1-11 N. Water Street has been duly and properly presented to the City Council;

WHEREAS, applications for a certificate of appropriateness for new construction of primary structures within historic districts must be reviewed by the HDRC and forwarded to the council with a recommendation; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a certificate of appropriateness for the construction of a new mixed use building at 1-11 N. Water Street, Liberty Square Historic District, is hereby granted, according to the design specifications in the application for a certificate of appropriateness on file in the Department of Planning and Development and available for review as required by law.

BE IT FURTHER RESOLVED that said building shall be in full compliance with all applicable standards and requirements as set forth in the City Code of the City of Liberty, Missouri.

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

_____
MAYOR, GREG CANUTESON

ATTEST:

_____
DEPUTY CITY CLERK

STAFF REPORT

Planning and Zoning Case 25-28FDP

Staff: Katherine Sharp, Director of Planning & Development

Date: July 28, 2025

GENERAL INFORMATION

Application:	**Final Development Plan for Water Street Lofts, a two-story, mixed-use building with ground floor retail, 9 residential lofts totaling 23,116 square feet at 1 - 11 N. Water Street and variance request for signage**
Applicant:	Henry Klover, Klover Architects 8813 Penrose Lane Ste 400 Lenexa, KS 66219
Property Owner:	Star Development, LLC 244 W Mill Street Liberty, MO 64068
Location:	NE Corner of N. Water & E. Kansas Street
Existing Land Use/Zoning:	Vacant/ CBD, Central Business District
Future Land Use Designation:	Mixed Use
Surrounding Land Uses/Zoning:	**North**: Mixed Use/ Existing Burnett building **South**: E Kansas Street/ City Hall **East**: 3 Halves Restaurant & Brewery **West**: N Water Street/ Clay County Courthouse
Public Notice:	Legal Notice printed in Courier Tribune- June 19 Letter sent to property owners within 185 ft. on June 18 Sign Posted on site on May 21 (posted early for June 17 HDRC)
File Date:	June 6, 2025

SITE HISTORY / PREVIOUS CASES

This prominent lot at the corner of E. Kansas Street and N. Water Street was the former site of a furniture store that was destroyed by collapse in May 2016. This building and adjacent buildings (5 – 7 N. Water Street) were subsequently deemed dangerous and demolished.

HDRC Case: 24-001LS- The GM Peters building, 11 N. Water, was approved for demolition by the Historic District Review Commission and City Council on March 11, 2024. This structure has not yet been demolished.

HDRC Case: 24-013LS- A Certificate of Appropriateness for new construction of a 3-story mixed use building in the Liberty Square Historic District totaling 47,750 square feet at 1 - 11 N. Water Street was approved by the Historic District Review Commission and City Council following public hearings (September 23, 2024).

PZ Case: 24-38FDP- A Final Development Plan for Water Street Lofts, a 3-story, mixed-use building with ground floor retail, 16 residential lofts, and underground parking totaling 47,750 square feet at 1 - 11 N. Water Street was approved by the City Council October 28, 2024.

PZ Case: 24-41FP- A Final Plat for Water Street Lofts, a 1 lot plat on 0.44 acres at 1 - 11 N. Water Street was approved on December 9, 2024.

HDRC Case: 25-005LS- A Certificate of Appropriateness for construction of a 2-story mixed-use building in the Liberty Square Historic District totaling 23,116 square feet at 1 - 11 N. Water Street. This application is running concurrently with the Final Development Plan application and was approved by the Historic District Review Commission on June 17, 2025. The City Council will hold a public hearing for the Certificate of Appropriateness at their July 28, 2025 meeting.

APPLICANT'S PROPOSAL

Summary

The applicant proposes to construct a two- story mixed-use building totaling 23,116 square feet at the NE corner of N. Water and E. Kansas. The proposed two-story mixed-use building has 11,284 square feet of commercial space and 9 residential apartments on .43 acres. There are 15 parking stalls for residents in the rear of the building. The applicant is proposing a 20 square foot projecting blade sign with their proposal that will require a variance.

Use

The applicant is proposing a two-story, mixed-use building with ground floor commercial, and second floor residential lofts. This use is appropriate in the Central Business District.

Site Design

There are 6 front entrances that face Water Street: two under the patio roof supported by brick columns with stone bases; three commercial entrances under canopies; and one residential entrance on the north end of the building. On the north elevation there is an air and light well; the intent of this is to continue to allow the existing adjacent building windows to have light and air and also act as a means of egress. The south side elevation also features a retail storefront and access the residential trash dumpster. The commercial dumpster and enclosure are in the rear of the building.

To account for the existing slope of Water Street (and associated sidewalk), a door well is proposed to give ADA access to the three commercial units on the northernmost portion of the building. This will require a short door well wall so that the building finished floor elevation is slightly below the adjacent Water Street sidewalk elevation. At the northernmost commercial unit, the door well wall is anticipated to be approximately 3 feet deep. At the center commercial unit, the door well wall is anticipated to be approximately 2 feet deep. At the southernmost commercial unit, the door is anticipated to be at grade with the N. Water Street sidewalk.

Access/Circulation/Parking

The first floor will contain retail on both N. Water Street and E. Kansas Street. The residential lofts have an entrance on N. Water Street at the northernmost portion of the building and via an elevator at the back of the

building. The back of the building is accessed via a drive that connects E. Franklin Street and N. Missouri Street and includes 7 surface parking stalls along a rebuilt retaining wall. There are also 4 tuck-under parking spaces for the residential units, each tuck-under stall can accommodate two vehicles in tandem. This meets the standards outlined in the Unified Development Ordinance (UDO) Sec. 30-83.2. - Required vehicle parking by use, item (7) which states, "there shall be no off-street parking required in the CBD and MU districts".

Sidewalks will remain on both frontages on N. Water Street and E. Kansas Street, and will be required to be repaired if damaged due to construction. Additionally, the stairs on E. Kansas Street will be replaced with an at-grade sidewalk to meet ADA requirements. Due to the slope of the sidewalk, the applicant has agreed to a railing along the sidewalk at this location.

Building Design

The building includes a 1,608 square foot front patio on the ground floor of the two-story building. There are various sizes of large windows and several balconies with metal railings on the west, south and east elevations. The building is predominately red brick with areas of tan brick and white brick on the west and south elevations. A major visual component is the split faced limestone cladding at the base level of the patio area wrapping around to the south elevation. There are also accents of stucco on the rear. The storefronts have an 18" decorative insulated metal bulkhead panel. The building design was approved by the Historic District Review Commission on June 17, 2025 and the Certificate of Appropriateness will be reviewed by the City Council on July 28, 2025.

Landscaping/ Open Space/ Tree Preservation

The property owner will be required to replace any landscaping and street trees which may be damaged during construction. As no parkland has been identified, a fee in-lieu-of public parkland will be required with the final plat totaling $2,808.

Sign Variance

The applicant is requesting a variance from UDO Section 30-87.4 to allow a 20 square foot illuminated projecting sign for the property as shown on the south elevation. The applicant's request is attached as Exhibit D.

In accordance with Section 30-21.11 (Conditional approvals and development variance) which allows the City Council to grant variances as part of a development application, the applicant is requesting a variance from the sign regulations for the project's signage as part of this approved development plan.

According to code, in the Central Business zoning district, each commercial building is allowed two signs, one of which could be a projecting sign not to exceed 6 square feet in area, has at least 8 feet of minimum vertical clearance, and not be illuminated. A variance is being requested to allow this sign to exceed the maximum square footage as well as the regulation prohibiting illuminated projecting signage (Sec.30-90.6).

PUBLIC INFRASTRUCTURE

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

Streets
The development will have direct access to N. Water Street and E. Kansas Street. The rear of the site will have access to E. Franklin Street and N. Missouri Street via a drive which functions as an alley.

Sanitary Sewer
The buildings will have direct access to an eight-inch public sanitary sewer line built within the public right-of-way of E. Kansas Street.

Water
The buildings will have direct access to an eight-inch public water line built within the public right-of-way of N. Water Street.

Stormwater
Because the proposed development will not create any additional stormwater runoff from what existed prior to the demolition of the historic structures, no stormwater mitigation is proposed. Per conversations with City staff, the roof drains on the proposed buildings will flow directly to the existing storm sewer located the northeast corner of N. Water Street and E. Kansas Street, which drains west to N. Prairie Street. Should the capacity of the storm pipes be exceeded, the bypass will only flow to the streets, as would have also occurred when the historic structures still stood.

STAFF ANALYSIS

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

1. **The plan substantially complies with the intent of the comprehensive plan;**
   The City's Comprehensive Plan, *Leading Liberty Forward*¸ includes this property within its Mixed-Use Future Land Use designation. This land use category is meant to contain a variety of uses developed in a coordinated manner, whether horizontally, vertically, or a combination of the two, and unifies these various uses through the incorporation of shared amenities. This land use designation allows for the concentration of people, employment, and services at a given location where they share infrastructure, transportation, and parking to create a unique locale. This form of development is most appropriate in the downtown area, or along major transportation corridors.

2. **The plan complies with the provisions of this UDO;**
   Staff finds that the application substantially conforms to the requirements set forth in the UDO for development within the Central Business District but for the requested sign variances detailed above.

3. **The plan substantially complies with approved city development standards and policies;**
   Staff finds that this application fully complies with the intent of city development standards and policies with the exception of the variance to allow a larger projecting sign.

4. **The plan substantially complies with the approved preliminary development plan, where applicable.**
   There is no Preliminary Development Plan for this site.

Applications for new construction in the Central Business District must follow the design principles set forth in UDO Section 30-65.3. Before staff may recommend approval, the UDO requires the following design principles

be met.

Sec. 30-65.3. District CBD, design principles.
Buildings and sites shall be designed and constructed in accordance with the following principles:

1. **Development shall be in the form of compact blocks that promote pedestrian and vehicular connectivity;**
   Staff finds that the development promotes pedestrian and vehicular connectivity.

2. **Development should contribute to the character of the surrounding area;**
   Staff finds that it contributes to the character of the surrounding area.

3. **Appropriately sized central gathering places shall be incorporated into the development;**
   Staff finds that the central gathering space is incorporated into the development with the patio.

4. **Development shall be integrated with adjacent developments;**
   Staff finds that the development is integrated with the adjacent buildings. To the north, the air and light well will provide egress.

5. **Wherever possible, buildings shall be built to the minimum front yard setback;**
   Staff finds that the proposed building will be built to the appropriate setback.

6. **The primary entrance to a building shall be oriented to the street;**
   Staff finds that the proposed building meets this criterion as all entrances are oriented towards the street.

7. **Buildings shall be constructed primarily of traditional building materials and designed with a high degree of architectural character and detail;**
   Staff finds that the proposed building meets this criterion as it shall be constructed using traditional materials such as brick and stone, providing architectural character and detail.

8. **Street-facing elevations shall include architectural detailing and transparent windows;**
   Staff finds that the proposed building meets this criterion as the street-facing elevations include architectural detailing and transparent windows.

9. **Sites should be designed with an emphasis on promoting a pedestrian friendly environment;**
   Staff finds that the site has been designed with an emphasis on promoting a pedestrian-friendly environment.

10. **Sites should incorporate a mix of building types;**
    Staff finds that the site will incorporate a mix of building types.

11. **Off-street parking and garages shall be located at the rear of buildings;**
    Staff finds that the proposal meets this criterion as off-street parking is proposed at the rear of the building.

12. **Utilitarian areas such as loading docks, mechanical equipment, storage areas and trash enclosures shall be located at the rear of the building and screened;**
    Staff finds that the proposal meets this criterion as all utilitarian areas are located at the rear of the building.

13. **Street furnishings and plantings shall be incorporated into the development;**
    Staff finds that the proposal meets this criterion as both street furnishings and plantings will be incorporated into the patio area.

14. **Mixed-use buildings with street-level retail uses are encouraged;**
    Staff finds that the proposal meets this criterion as it is a mixed-use building with street-level retail.

15. **Dwellings shall be located at least one floor above street level and have an entrance separate from that of the lower level;**
    Staff finds that the proposal meets this criterion as the dwellings are located above street level and have entrances that are separate from the lower level.

16. **On-street parking is encouraged; and**
    Staff finds that the proposal meets this criterion as on-street parking is present.

17. **Alleys are encouraged.**
    Staff finds that the proposal meets this criterion as there is a drive that functions as an alley to the rear of the site.

HDRC RECOMMENDATION

At its June 17, 2025 meeting, the Historic District Review Commission voted 4-2-0 to recommend approval of the exterior design for the building.

At its July 1, 2025 meeting, the Historic District Review Commission discussed the sign variance and voted in favor 7-0-0 to allow the larger illuminated project sign.

STAFF RECOMMENDATION

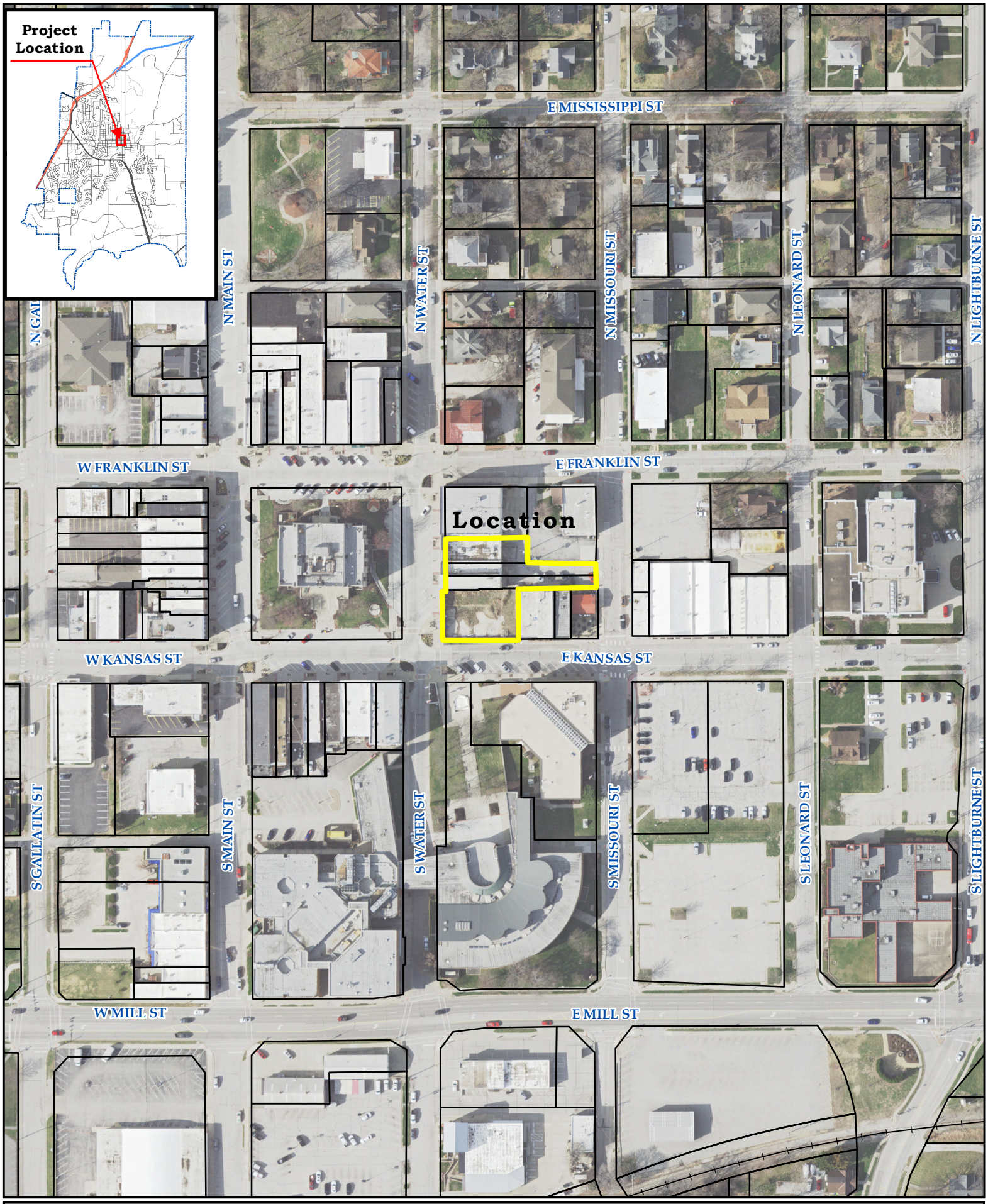
Staff finds that this application meets the standards of review for a final development plan. Staff recommends approval of P&Z Case 25-28FDP.

PZ RECOMMENDATION

At its July 8, 2025 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 25-28FDP as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Site Plan
Exhibit C:	Elevations
Exhibit D:	Sign Variance Request
Exhibit E:	HDRC meeting minutes excerpts for the project and the sign variance
Exhibit F:	Excerpt minutes from Planning & Zoning Commission meeting
Exhibit G:	Resolution



City of Liberty missouri

P&Z Case 25-28FDP
Final Development Plan-Water St. Lofts
NE corner N Water & E Kansas

EXHIBIT A:
VICINITY MAP

N
W E
S

Date: 10/8/2024

BURNETT BUILDING

WATER ST -RESIDENT ENTRY

FF 893.58

FF 893

FF 892.16

FF 891.42

FF 886.17

FF 885.33

FF 885.00

FF 890

FF 890

PATIO

DECK

DECK

OHP

OHP

OHP &C

OHP &C

OHP &C

OHP &C

E

PROPOSED 10' SANITARY EASEMENT

N. WATER STREET

N. MISSOURI STREET

3 HALVES BREWING

BK 7113 PG 140

BK 7113 PG 140

BK 7113
BK 140

21.35'

FF 881.67

FF 879

UGP

INSTALL HANDRAIL

FIRE LANE-NO PARKING

KANSAS ST -COMMERCIAL ENTRY

TRASH ACCESS - NON ADA ACCESSIBLE

21.05'

FIRE LANE AND NO PARKING SIGNAGE

E. KANSAS STREET

NORTH

BY	REVISION	DATE
RC	address City comments dated 6-17-25	6-23-25
RC	initial submittal for revised plans with unexcavated basement level	6-06-25
RC	address City comments from 9-12-24	9-26-24
RC	removed overhead door to compactor on Kansas St	9-16-24
ACA	FOR REVIEW	9-6-24

10 0 5 10 20

(IN FEET)
1 inch = 10 ft.

AGC Engineers, INC.

405 S. Leonard St., Suite D
Liberty, Missouri 64068

816.781.4200 ■
fax 792.3666

www.agcengineers.com

STATE OF MISSOURI
RONALD L. COWGER
NUMBER PE-29705
6-23-25
PROFESSIONAL ENGINEER

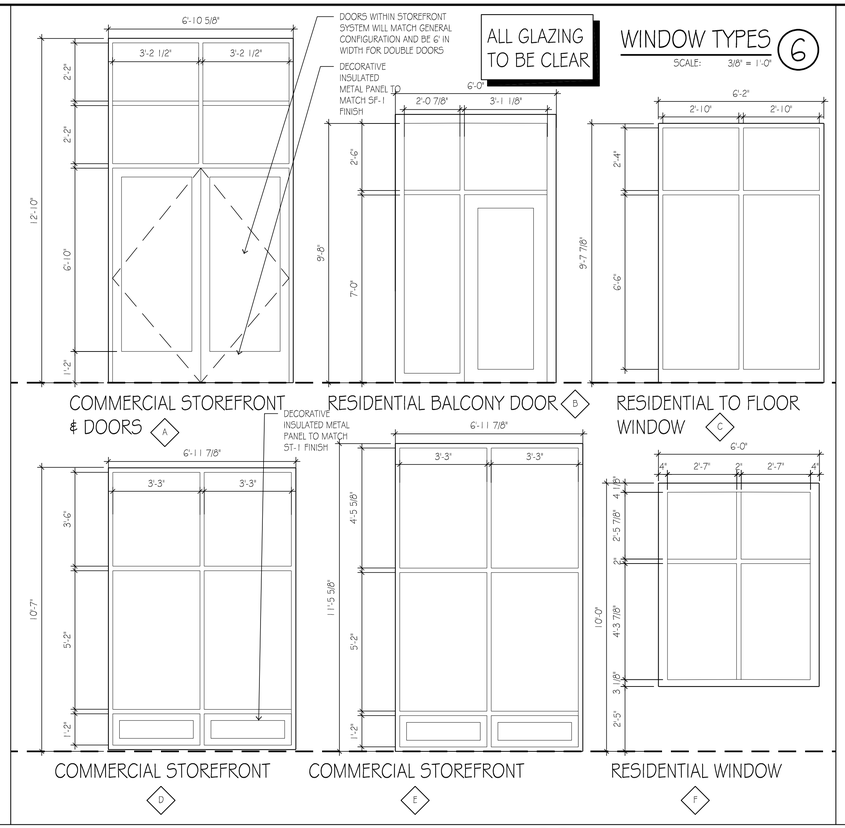
WATER STREET LOFTS
LIBERTY, CLAY COUNTY, MISSOURI

FINAL DEVELOPMENT PLANS
SITE PLAN

6

FINISH SCHEDULE

ITEM	DESCRIPTION	MANUF / COLOR	REMARKS
BK-1	FULL BRICK	GLEN-GERY / 52-DD	
BK-2	FULL BRICK	GLEN-GERY / ASPEN WHITE SMOOTH	
BK-3	FULL BRICK	GLEN-GERY / OSLO	
CS-1	CAST STONE	MIDWEST CAST STONE / 25AC	
ST-1	STONE	US STONE / MCKINLEY / SILVERDALE	
STC-1	STUCCO	SW 7504 - KEYSTONE GRAY	
SF-1	COMMERCIAL STOREFRONT & DOORS	KAWNEER / DARK BRONZE	
MT-1	BREAK METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
MT-2	BALCONY METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
MT-3	GARAGE DOOR	OVERHEAD DOOR / MODEL #424 - PAINT TO MATCH SF-1	
AWN-1	FABRIC AWNING	SUNBRELLA / BLACK	
WND-1	FIBERGLASS WINDOW & DOORS	TBD / BLACK TRIM	
WND-2	FIBERGLASS WINDOW & DOORS	TBD / WHITE TRIM	
CRN-1	GFRC CORNICE	ARCHITECTURAL MALL, INC / SW 7008 - ALABASTER	
CRN-2	GFRC CORNICE	ARCHITECTURAL MALL, INC / SW 9111 - ANTLER VELVET	
LT-1	UP/DOWN SCONCE LIGHTING	LUMASCAPE / L512 LED / CASSIA / BLACK	



COMMERCIAL STOREFRONT & DOORS A

RESIDENTIAL BALCONY DOOR B

RESIDENTIAL TO FLOOR WINDOW C

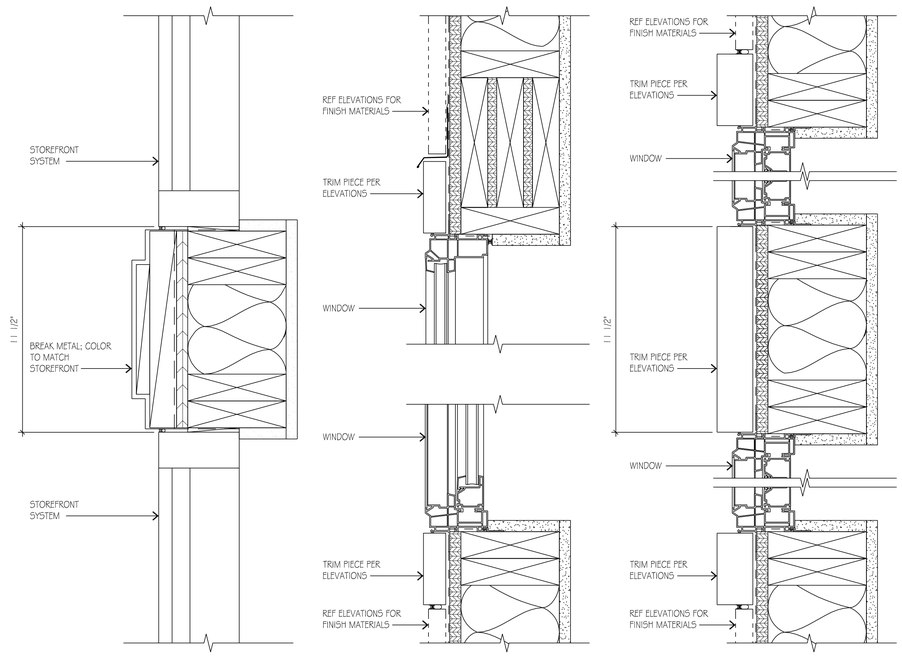
COMMERCIAL STOREFRONT D

COMMERCIAL STOREFRONT E

RESIDENTIAL WINDOW F

WINDOW TYPES 6

SCALE: 3/8" = 1'-0"



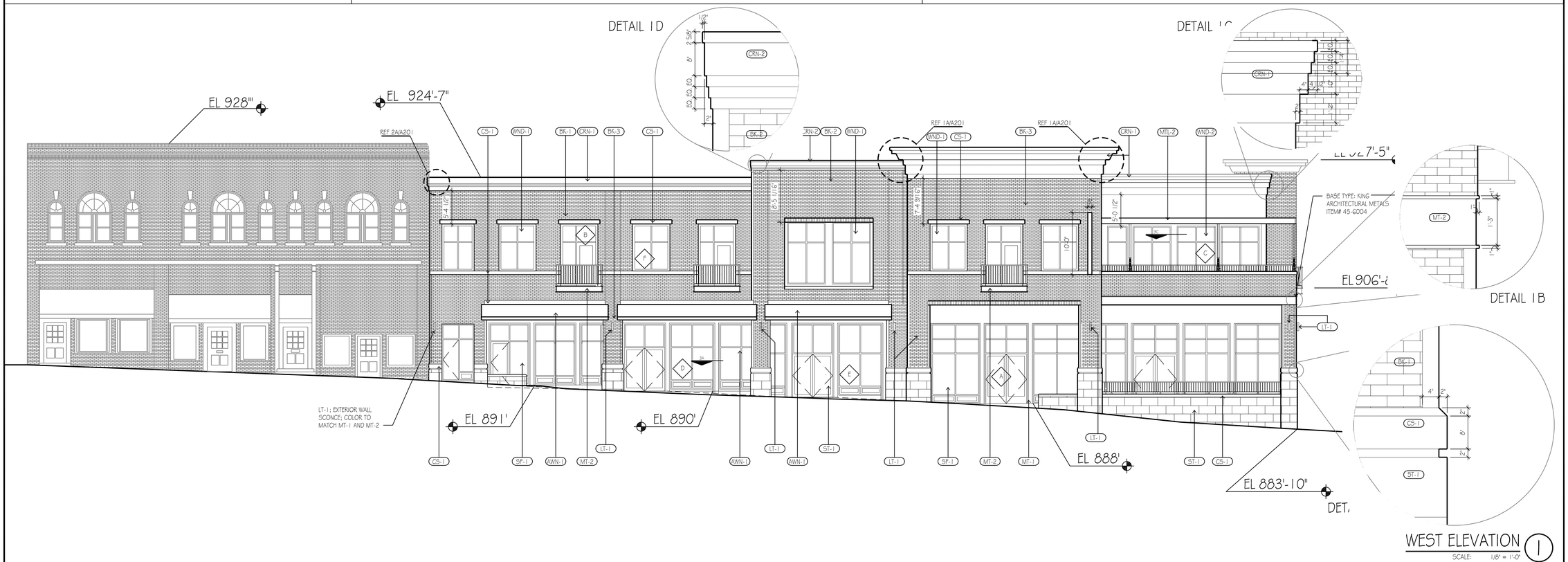
A) STOREFRONT PLAN DETAIL

B) WINDOW SECTION DETAIL

C) WINDOW PLAN DETAIL

WINDOW DETAILS 3

SCALE: 3/8" = 1'-0"



WEST ELEVATION 1

SCALE: 1/8" = 1'-0"

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COMPLY WITH all laws, codes, ordinances and regulations with authorities having jurisdiction and with requirements of the Landlord, if applicable. Do not start Work until all permits and required approvals are obtained.

VERIFY ACTUAL CONDITIONS and dimensions prior to construction. Commencement of work constitutes verification and acceptance of all existing conditions. Application of a material or equipment Item to Work installed by others constitutes acceptance of that Work, and assumption of responsibility for satisfactory installation.

DIMENSIONS SHOWN are to finish face of a material unless otherwise indicated.

CALCULATE & MEASURE dimensions - DO NOT SCALE drawing unless otherwise directed.

project title

INFILL MXD SITE PLANNING
STAR DEVELOPMENT
N WATER ST & E KANSAS ST
LIBERTY, MO

project number
23082.002

drawing issuance

FDP RESUBMITTAL	06.23.25

drawing revisions

No.	Description:	Date:

professional seal

drawing title
EXTERIOR ELEVATIONS

drawing number
A200

FINISH SCHEDULE

ITEM	DESCRIPTION	MANUF / COLOR	REMARKS
BK-1	FULL BRICK	GLEN-GERY / 52-DD	
BK-2	FULL BRICK	GLEN-GERY / ASPEN WHITE SMOOTH	
BK-3	FULL BRICK	GLEN-GERY / OSLO	
CS-1	CAST STONE	MIDWEST CAST STONE / 25AC	
ST-1	STONE	US STONE / MCKINLEY / SILVERDALE	
STC-1	STUCCO	SW 7504 - KEYSTONE GRAY	
SF-1	COMMERCIAL STOREFRONT & DOORS	KAWNEER / DARK BRONZE	
MT-1	BREAK METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
MT-2	BALCONY METAL	FIRESTONE (OR EQ.) / DARK BRONZE	
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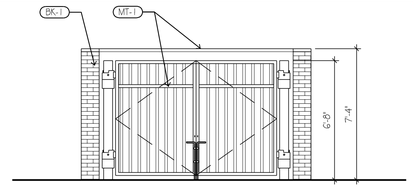
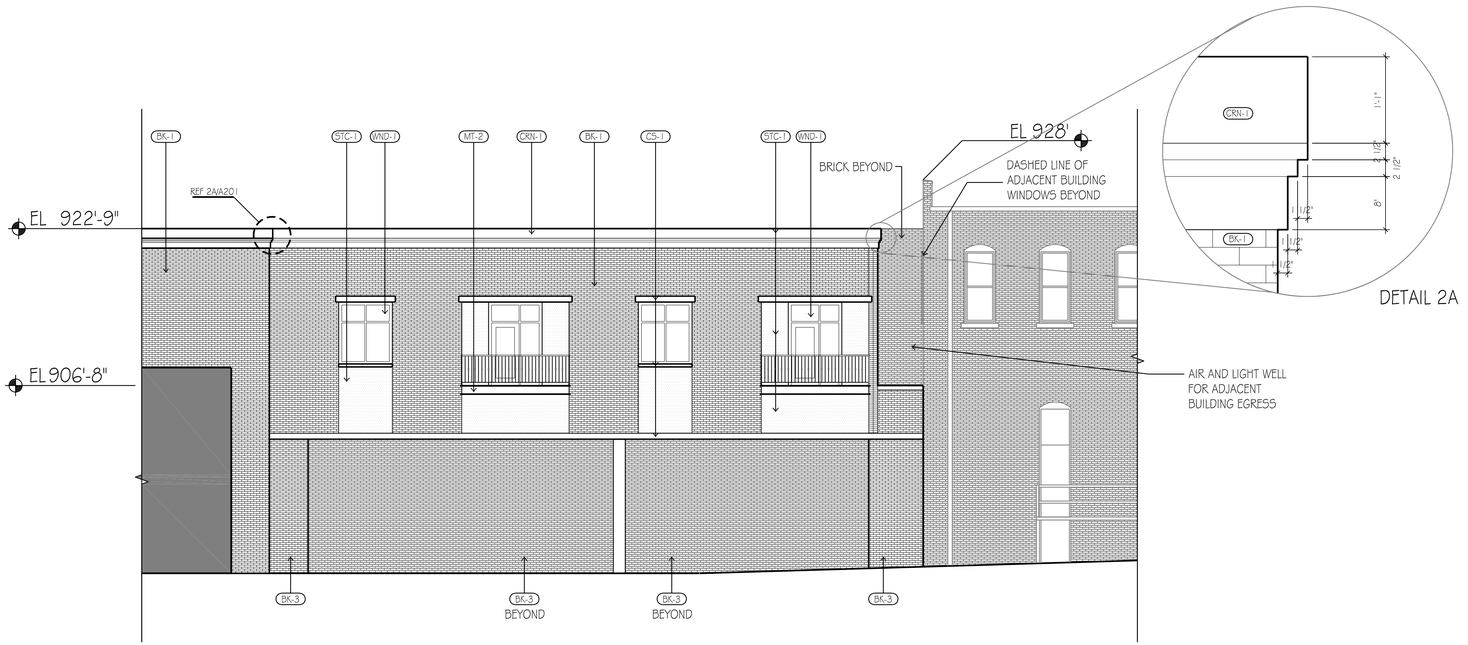
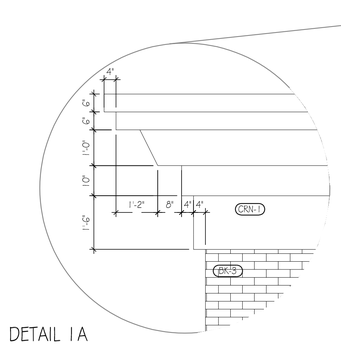


TRASH ENCLOSURE ELEVATION 3
SCALE: 1/4" = 1'-0"

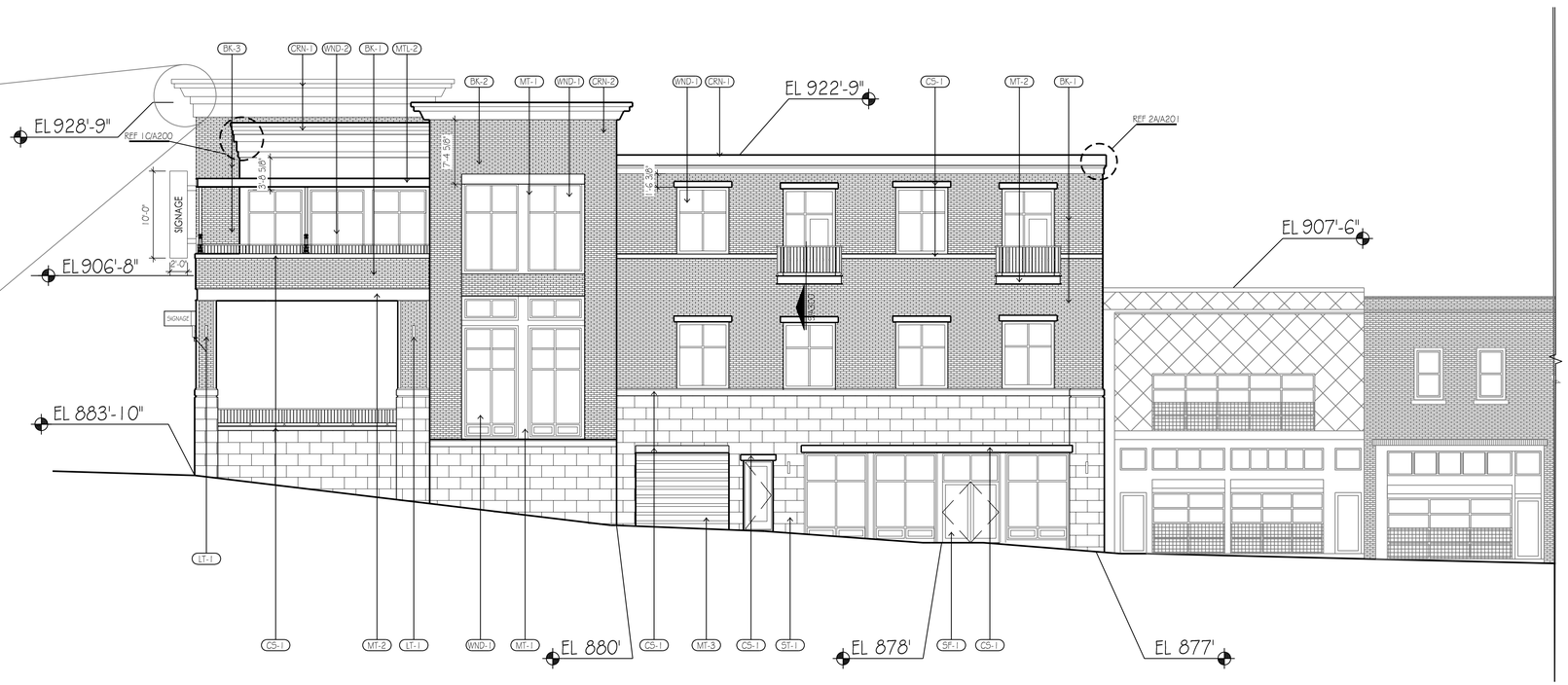


DETAIL 2A

EAST ELEVATION 2
SCALE: 1/8" = 1'-0"



DETAIL 1A



SOUTH ELEVATION 1
SCALE: 1/8" = 1'-0"

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No. Description: Date:

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EXTERIOR ELEVATIONS

drawing number
A201

S WATER ST

CONCEPT FACADE DESIGN

E KANSAS ST

WATER STREET - FACADE DESIGN

KANSAS STREET - FACADE DESIGN

klover architects

June 12, 2025

City of Liberty
Department of Planning & Development
101 East Kansas Street
Liberty, MO 64068

Re: Water Street Lofts – Final Development Plan
Deviation Requested

This letter is a formal request for variance for Final Development Plan Approval – Water Street Lofts from Section 30–87.4 (1) b.
A projected sign in accordance with the following provisions:
(i) The sign shall not exceed 6 square feet in area and
(iv) The sign shall not be lit.

This variance request is to permit the projected sign to a maximum square footage of 20 square feet and to also be internally illuminated.

The request is primarily for aesthetics and to create an image and character for the redevelopment of this important corner that we believe to be consistent with historical downtown signage. It is our understanding that the provision of this specific section of the UDO was for pedestrian level signs that would be a minimum of 8 feet above the ground and limited in size to 6 square feet. The sign that we are requesting is on the second level of the building and is designed to replace a building wall sign. There are areas on the upper level for a typical wall sign to be installed, but the proposed sign is much more classic, and character driven for historic districts. The strict interpretation to require a 6 square foot sign on the upper level of the building would be out of proportion - too small and out of scale. Since a wall sign would be permitted to be illuminated, we propose the projected sign also be illuminated.

The sign was also part of the rendering and the approvals last year and was reviewed by the public, the historic board, as well as the Planning Commission and City Council and was not raised as a concern or a detriment. It is understood that sign permits are not issued with these approvals, but the general character of the design has been shown for some time.

With respect to the variance, we offer the following:

a. Granting of the variance will not adversely affect the rights of adjacent landowners or residents;

   As the sign restrictions in the ordinance are designed to be pedestrian scale and the proposed sign is a building/ wall sign that would have higher quality and character that we believe is consistent with historic areas, we would encourage it to be used elsewhere in the historic district. This would not affect the rights of adjacent landowners or residents as they can request the same.

b. Granting the variance will not be opposed to the general spirit and intent of the UDO;

As we believe the intent of the ordinance on the size of the sign and not being lit is for a pedestrian scale lower-level sign, the replacing of a building sign with a marquee or projected sign on the second level does not violate the spirit and intent of the UDO.

c. The variance request will not adversely affect the public health, safety or general welfare.

Whether the sign as a marquee/projected sign or a wall sign, it has no effect on the public health, safety, or general welfare. It is an aesthetic consideration and consistent with a historic district and traditional downtown signs.

d. The variance requested arises from a condition that is unique to the property question, is not ordinarily found in the same zoning district, and is not created by an action of the landowner or applicant;

The variance request is not a question of just being unique to the property, but one that we feel is missing from the Liberty Square and should be encouraged to create a unique and interesting variety that is also typical in historic districts. We would hope this becomes a standard that others could employ.

e. Substantial justice will be done.

This request is not about justice as much as it is the desire to create something unique and interesting that would improve the overall community. It is primarily an aesthetic decision. There can still be a wall sign as there is room to install on the upper portion of the building, but we strongly believe this is a much more interesting and character driven element that should be encouraged.

Sincerely,

Henry C. Klover
Klover Architects, Inc.

Historic District Review Commission Meeting Excerpt, June 17, 2025

HDRC Case#25-005LS (24-013LS Amended) Public Hearing. Consideration of a Certificate of Appropriateness for construction of a mixed-use building totaling 23,116 square feet at 1 – 11 N. Water Street, Liberty Square Historic District.

Ms. Thill read the staff report and recommended approval of the application as submitted.

Chairman Grundy asked if the Commission had questions for Staff.

Commissioner Rinker asked if the application has been reviewed for code compliance. Ms. Sharp said it will go to the building division for review after City Council approval.

Commissioner Armstrong commented that the detail on sheet A200 is very helpful.

Chairman Grundy asked if there are any questions for the applicant.

Commissioner Rinker asked about the trash compactor door on the Kansas Street elevation. Mr. Klover said it will be for roll-out dumpster. He said they couldn't put it on the east elevation because there were electrical and sewer complications. He added that there are a few other things to note on the Kansas Street elevation. The man door will have steps up to it. Commissioner Rinker said the parking on Kansas Street is now shown as a fire lane. He asked if there is a reason for that. Mr. Klover said that the fire department will determine if that parking needs to remain now that the height has been reduced. They would like more parking if possible.

Commissioner Armstrong asked if the stairs that are currently along Kansas Street would be removed. Mr. Klover confirmed that the existing steps will be removed and the new sidewalk will be built as a slope. He said they will be adding a handrail at that location.

Commissioner Drottz asked about the east elevation and if there is stucco on the rear/east elevation. Mr. Klover said there will be stucco below the railings on the east/alley elevation. Commissioner Drottz asked if the balconies are all Juliet balconies. Mr. Klover confirmed they are.

Mr. Klover added they reduced the height of the wall around the patio, so it is more of a table height. The top of the rails are 42 inches. Commissioner Chelton asked if the railings on the second floor are the same height as the first floor. Mr. Klover confirmed that they are, commenting that the perspective on the second floor is a bit skewed, but it will be the same.

Commissioner Chelton commented that she likes the two-story vs the three-story design.

Commissioner Chelton asked for further clarification about the trash door on the Kansas Street elevation. Mr. Klover said the door will allow for the dumpster to be rolled out.

Chairman Grundy opened the public hearing.

Mr. James Moes, 448 E. Mississippi, said the scale and materials look correct, but it feels like it fits more in Zona Rosa rather than Liberty. He added that what he likes about historic homes and buildings is that there is a single perspective and one kind of trim. When things are mixed

like this, it feels very suburban. This feels like a suburban development. When they are intermixed, it loses the elegance of what a Historic District has to offer. He added that the giant masonry feels contemporary.

Chairman Grundy asked if staff or the applicant had a response. Mr. Klover said that they worked to break up the massing and quadrants of the buildings after the previous public meetings, adding that it is a bit of a rehash of what brought us to this point. They are trying to get ADA landings and that is a bit of a challenge. They designed it so there are clean ramps with landings at the doors.

Chairman Grundy closed the public hearing.

Commissioner Armstrong said she feels that the design has improved from the first version. There are vertical lines and definitions that achieve a more harmonious design. In watching the evolution of the project, it seems that there has been attention to the concerns that were raised in the past. She appreciates the way the windows have been divided with the larger lower windows and the smaller upper windows, it brings some harmony with the raised divided light. The design of the windows continues the lines that are established elsewhere on the square where there are windows with arches which is a nice touch.

Commissioner Rinker said he agrees that the smaller balconies are an improvement. The change in the upper balcony on the corner has less of a horizontal line, adding that is also an improvement over last time. Last time they didn't have lighting details. He feels like a sconce with more of a historic design might be more appropriate. He appreciates the improvements to the design. He understands the considerations with the dumpster.

Commissioner Armstrong commented that she appreciates that there aren't stairs on the sidewalk.

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

A motion was made by Commissioner Armstrong to approve the new application as submitted because it conforms to the design guidelines for new construction. The motion was seconded by Commissioner Schmidt. The motion passed 4-2-0. Commissioners Drottz and Rinker opposed.

Historic District Review Commission Meeting Excerpt, July 1, 2025

Request for Comment on Sign Variance for Water Street lofts

Ms. Sharp presented the variance request to the Commission, she said this sign was shown on the elevations that came before HDRC previously. She said this will go to the Planning & Zoning Commission on July 8th so staff is asking for HDRC's comment on the variance request. She said the sign is proposed as 20 square feet and it will be illuminated because there is a restaurant. She said final design will come forward to HDRC once a tenant has been identified, but this variance would allow the sign size and for it to be internally illuminated.

Commissioner Rinker commented that internally lit signs are not appropriate on the Historic Square. He said he feels because there will be residents living in the building, it is not appropriate.

Commissioner Gray said there was an internally lit sign on the Square long ago. And that this location had a large projecting sign, there are old pictures that show the sign shadows.

Mr. Klover, the architect for the Water Street Lofts, said the point of an illuminated sign is to have character and interest. He said they would be interested in what the original sign looked like. He said the one shown on the elevations is just a placeholder for the variance, the actual sign will have character and interest. The final design has yet to be determined.

Commissioner Armstrong asked if the vertical blade sign is on the corner of the building, and does that mean there wouldn't be horizontal signage.

Mr. Klover said a wall sign will be put up if the blade sign isn't approved.

Commissioner Armstrong said it is appropriate to have a blade sign at the corner. It feels like a more elegant solution to signage. She said she felt a defining sign for that corner would look nice.

Commissioner Carr said he feels it is appropriate and the placement is fine.

Commissioner Gray said there may be a limitation to foot candles if internally lit signs are allowed.

Mr. Klover agreed and said that more detail will be determined when the sign company does the final design. They want it to be appropriate for the historic district. He said that LEDs are dimmable so it could be adjusted if it was found to be problematic.

A motion was made by Commissioner Armstrong in favor of the variance request in its general details and would like to see specific illumination specifications when the future tenant brings forward the design for the Certificate of Appropriateness. The motion was seconded by Commissioner Rinker. The motion passed 7-0-0.

B. PZ Case 25-28FDP: Final Development Plan for Water Street Lofts, a new two-story building with 23,116 sq. ft. at 1 N. Water with a variance for a projecting blade sign.

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

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

Commissioner Noland asked whether the ground floor will be for commercial uses. Ms. Sharp confirmed that the ground floor is entirely commercial. The corner unit is intended to be a restaurant with a street side patio. While the original concept provided an entrance to the underground parking facilities on the E. Kansas Street elevation, that space will now be a commercial storefront as the underground parking element has been eliminated from this updated proposal. There will no longer be stairs within the sidewalk of the E. Kansas Street frontage either, the sidewalk will simply follow the slope of the street.

Chairman Rosekrans asked whether the slope of the sidewalk along E. Kansas Street must be ADA compliant. Ms. Sharp stated that ADA allows the sidewalk to follow the slope of the adjacent street and a railing will be installed to provide stability for those who may need it when navigating the area.

Commissioner Reinier asked whether the rear of the building cantilevers out over the proposed parking stalls in that area. Ms. Sharp deferred to the project designer to provide the details but noted that the building would cantilever out above these parking stalls. Ms. Sharp added that these parking stalls can stack two cars in tandem per stall, allowing for the storage of eight personal vehicles across the four spaces proposed.

Commissioner Reinier asked whether there would be any parking provided for employees of the proposed commercial units. Ms. Sharp stated that the Central Business District (CBD), the zoning of the property, does not require that a minimum number of parking stalls be provided with development as is typical in other auto-oriented development throughout the City.

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

Patrick Reuter of Klover Architects, 8813 Primrose Lane #400, Lenexa, KS, introduced himself to the Commission as the design representative for this project. Mr. Reuter explained that the underground parking facilities originally proposed were difficult to finance and they also removed the third/top story of the original concept. The removal of the underground parking facilities allowed for the addition of usable commercial space along E. Kansas Street; that space totals just over 1,000 square feet in area. The design of the building itself is largely the same. Mr. Reuter confirmed that the rear of the building does partially cantilever out over the proposed parking stalls, and that the stacked, tandem parking of vehicles would allow for the storage of eight vehicles across the four spaces shown. Mr. Reuter also noted that the final naming and design for the proposed projecting blade sign have yet to be finalized, but that the larger square foot area of the sign has been requested via

variance to account for the fact that the sign will be located higher on the façade than what is typical for projecting signs, which are often located just above pedestrians on the sidewalk.
Chairman Rosekrans asked if the commission had any further questions for the applicant or staff. Seeing none, he opened the public hearing and asked if there were any persons in the audience that would like to speak for or against the proposal. Seeing none, Chairman Rosekrans closed the public hearing.

Chairman Rosekrans called for any final questions from the commission. Seeing none, he asked for asked for a motion.
Action: Commissioner Holt moved to approve the case with the variance as presented in the staff report, Commissioner Reinier seconded the motion.

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

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, July 28, 2025 at 7:00 p.m.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR WATER STREET LOFTS. A TWO-STORY, MIXED-USE BUILDING WITH GROUND FLOOR RETAIL, 9 RESIDENTIAL LOFTS, TOTALING 23,116 SQUARE FEET WITH A VARIANCE FOR SIGNAGE AT 1 - 11 N. WATER STREET IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for Water Street Lofts, a two-story, mixed-use building with ground floor retail, 9 residential lofts totaling 23,116 square feet at 1 - 11 N. Water Street in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on July 8, 2025 and City Council on July 28, 2025; and

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

- a variance from UDO Section 30-87.4 to allow a 20 square foot illuminated projecting sign for the property as shown on the south elevation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for Water Street Lofts, a two-story, mixed-use building with ground floor retail, 9 residential lofts totaling 23,116 square feet at 1 - 11 N. Water Street in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

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

_____
Greg Canuteson, MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

Document No. _____

ORDINANCE NO._____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF July 4, 2025 to July 18, 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	$ 158,423.31
TRANSIENT GUEST TAX FUND	244	$ 21,898.38
CEMETERY MAINTENANCE FUND	247	$ 2,310.00
CAPTIAL SALES TAX FUND	351	$ 144,974.33
TRANSPORTATION SALES TAX FUND	352	$ 254,915.91
ECO/DEVO SALES TAX FUND	354	$ 39,785.00
PARKS FUND	460	$ 9,753.87
SPORTS COMPLEX FUND	461	$ 15,096.14
COMMUNITY CENTER FUND	465	$ 67,729.21
WATER OPERATING FUND	590	$ 77,945.21
WASTEWATER OPERATING FUND	591	$ 45,491.15
WATER CAPITAL FUND	592	$ 5,939.10
WASTEWATER CAPITAL FUND	593	$ 23,700.00
SOLID WASTE FUND	595	$ 172.22
CID-LIBERTY COMMONS	600	$ 363,949.25
LIBERTY CORNERS CID	605	$ 23,070.97
TIF-BLUE JAY CROSSING	709	$ 14,687.57
PAYROLL CHECKS & BENEFITS	7/11/2025	$ 1,634,251.15
TOTAL APPROPRIATIONS		**$ 2,904,092.77**

PASSED by the Council this 28th day of July, 2025.

_____
Greg Canuteson - MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

APPROVED by the Mayor this 28th 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

July 11, 2025

AP List Checks Invoices

Check Type: All; **Check Date between:** 07/10/2025 and 07/11/2025;

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										
191638; 07/11/2025; Outstanding; null										
	73	MID-AMERICA REGIONAL COUNCIL	G-I-0019111	02/28/2025	PUBLIC WORKS		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	Operation Green Light	$ 4,800.00
CHECK TOTAL FOR CHECK NUMBER 191638										**$ 4,800.00**
191639; 07/11/2025; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	47833340008	07/09/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession Beverages and supplies for Sports Complex and LCC Vending	$ 562.34
CHECK TOTAL FOR CHECK NUMBER 191639										**$ 562.34**
191640; 07/11/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10325701	07/08/2025	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	$ 1,168.49
CHECK TOTAL FOR CHECK NUMBER 191640										**$ 1,168.49**
191641; 07/11/2025; Outstanding; null										
	105	CLAY CO DETENTION CENTER	MAY 2025	06/06/2025	POLICE		100-55030-511-000000	PRISONER HOUSING EXPENSE	Prisoner Housing	$ 1,305.48
CHECK TOTAL FOR CHECK NUMBER 191641										**$ 1,305.48**
191642; 07/11/2025; Outstanding; null										
	186	PRIDE CLEANERS MJV-A LLC	168997-063025	07/01/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Jail Laundry	$ 73.63
	186	PRIDE CLEANERS MJV-A LLC	333472-63025	07/01/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Uniform Cleaning	$ 299.00
CHECK TOTAL FOR CHECK NUMBER 191642										**$ 372.63**
191643; 07/11/2025; Outstanding; null										
	189	DELL MARKETING LP	10814946640	05/15/2025	TECH & LOGISTICS		100-60004-170-000000	MINOR COMPUTER EQUIPMENT	laptop	$ 2,854.73
CHECK TOTAL FOR CHECK NUMBER 191643										**$ 2,854.73**

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

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191644; 07/11/2025; Outstanding; null										
	236	CENTRALSQUARE TECHNOLOGIES LLC	442080	07/08/2025	POLICE		100-57030-512-000000	SOFTWARE MAINTENANCE	Crimemapping.com Subscription	$ 661.50
CHECK TOTAL FOR CHECK NUMBER 191644										**$ 661.50**
191645; 07/11/2025; Outstanding; null										
	314	RICOH USA, INC	40657362	07/06/2025	COURT		100-53031-116-000000	COPIER LEASE & USAGE	LATE FEE	$ 5.28
CHECK TOTAL FOR CHECK NUMBER 191645										**$ 5.28**
191646; 07/11/2025; Outstanding; null										
GoNorthKC website development	349	CLAY COUNTY	GNKC_001	06/17/2025	TRANSIENT GUEST TAX		244-59005-400-000000	SPECIAL EVENTS	GoNorthKC website development	$ 5,000.00
CHECK TOTAL FOR CHECK NUMBER 191646										**$ 5,000.00**
191647; 07/11/2025; Outstanding; null										
	363	ANNETTE WILSON	LSB PAY 2025	07/09/2025	PARKS & RECREATION		460-55071-400-000000	SUMMER BAND PROGRAM	LSB Principal Clarinet	$ 400.00
CHECK TOTAL FOR CHECK NUMBER 191647										**$ 400.00**
191648; 07/11/2025; Outstanding; null										
	368	CHARLES R. HARVEY JR	LSB PAY 2025	07/09/2025	PARKS & RECREATION		460-55071-400-000000	SUMMER BAND PROGRAM	LSB Principal Trumpet	$ 400.00
CHECK TOTAL FOR CHECK NUMBER 191648										**$ 400.00**
191649; 07/11/2025; Outstanding; null										
	433	ABIGAIL SMITH	7/8/2025	07/09/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 119.00
CHECK TOTAL FOR CHECK NUMBER 191649										**$ 119.00**
191650; 07/11/2025; Outstanding; null										
	492	ALL COPY PRODUCTS, INC.	39576055	07/02/2025	PARKS & RECREATION		465-57012-420-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly Payment All Copy Products	$ 233.90
CHECK TOTAL FOR CHECK NUMBER 191650										**$ 233.90**

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

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191651; 07/11/2025; Outstanding; null										
	540	DAVID M POTTER	LSB PAY 2025	07/09/2025	PARKS & RECREATION		460-55071-400-000000	SUMMER BAND PROGRAM	LSB Principal Saxophone (3/4)	$ 300.00
CHECK TOTAL FOR CHECK NUMBER 191651										**$ 300.00**
191652; 07/11/2025; Outstanding; null										
	544	SWIMTOPIA	17368	07/04/2025	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM	Swim team athlete fees	$ 435.00
CHECK TOTAL FOR CHECK NUMBER 191652										**$ 435.00**
191653; 07/11/2025; Outstanding; null										
	601	JANET L. WIMER	BZA 7.8.25	07/08/2025	PLANNING & DVLP		100-59004-150-000000	MEETING EXPENSE	BZA transcript 6.18.205	$ 125.00
CHECK TOTAL FOR CHECK NUMBER 191653										**$ 125.00**
191654; 07/11/2025; Outstanding; null										
	610	FNF PETROLEUM	IFNF19738	06/30/2025	PARKS & RECREATION		460-57002-403-000000	DIESEL FUEL	Diesel Fuel	$ 1,450.00
CHECK TOTAL FOR CHECK NUMBER 191654										**$ 1,450.00**
191655; 07/11/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	7/8/2025	07/09/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 187.00
CHECK TOTAL FOR CHECK NUMBER 191655										**$ 187.00**
191656; 07/11/2025; Cleared; 07/11/2025										
	617	STAR DEVELOPMENT CORP	JULY2025	07/07/2025	NONE		709-55048-613-000000	DEVELOPER REIMBURSEMENT	JULY 2025 PYMT	$ 14,687.57
CHECK TOTAL FOR CHECK NUMBER 191656										**$ 14,687.57**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191657; 07/11/2025; Outstanding; null										
	669	MYRICK MECHANICAL	2802	05/20/2025	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	St 3 A/C	$ 926.00
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2936	07/01/2025	PUB WRKS-PO	Reclass to 100.57020.202.00000	100-57019-160-000000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	$ 869.50
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2933	07/01/2025	PUB WRKS-PO	Reclass to 100.57020.202.00000	100-57019-160-000000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	$ 1,749.00
	669	MYRICK MECHANICAL	2967	07/08/2025	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Demo Minisplit and Install New	$ 7,500.00
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2934	07/01/2025	UTILITIES-PO		100-57019-160-000000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	$ 1,024.00
CHECK TOTAL FOR CHECK NUMBER 191657										**$ 12,068.50**
191658; 07/11/2025; Outstanding; null										
	713	KOHL WHOLESALE INC	1334230	07/09/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession food and supplies for Sports Complex	$ 878.64
CHECK TOTAL FOR CHECK NUMBER 191658										**$ 878.64**
191659; 07/11/2025; Outstanding; null										
	781	TEKLAB, INC.	329476	07/07/2025	UTILITIES-PO		591-55020-902-000000	LAB FEES	Lab Fees	$ 341.00
	781	TEKLAB, INC.	329644	07/09/2025	UTILITIES-PO		591-55020-902-000000	LAB FEES	Lab Fees	$ 471.70
	781	TEKLAB, INC.	329353	07/02/2025	UTILITIES-PO		591-55020-902-000000	LAB FEES	Lab Fees	$ 802.95
CHECK TOTAL FOR CHECK NUMBER 191659										**$ 1,615.65**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191660; 07/11/2025; Outstanding; null										
	794	INCO USA, LLC	2647	06/26/2025	PUB WRKS-PO		351-20003-000-000000	RETAINAGE PAYABLE	Retainage	$ (4,591.21)
	794	INCO USA, LLC	2647	06/26/2025	PUB WRKS-PO		351-70023-201-000000	PROJECT CONTINGENCIES	Authorized Amount Per Ordinance	$ 91,824.07
CHECK TOTAL FOR CHECK NUMBER 191660										**$ 87,232.86**
191661; 07/11/2025; Outstanding; null										
	822	LAUREN CHARLOTTE PANCIC	7/8/2025	07/09/2025	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM		$ 637.50
CHECK TOTAL FOR CHECK NUMBER 191661										**$ 637.50**
191662; 07/11/2025; Outstanding; null										
	840	MAX10 MO LLC	00177261	07/01/2025	PUB WRKS-PO		100-55041-202-000000	CONTRACT LABOR	Monthly Janitorial Services for City Hall	$ 2,380.00
CHECK TOTAL FOR CHECK NUMBER 191662										**$ 2,380.00**
191663; 07/11/2025; Outstanding; null										
	844	CHAD LIPPINCOTT	LSB PAY 2025	07/09/2025	PARKS & RECREATION		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	LSB	$ 500.00
CHECK TOTAL FOR CHECK NUMBER 191663										**$ 500.00**
191664; 07/11/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-23121	07/07/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	201 Oil Change	$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-23091	07/06/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	212 Oil Change	$ 107.98
CHECK TOTAL FOR CHECK NUMBER 191664										**$ 154.96**
191665; 07/11/2025; Outstanding; null										
	881	ASHLEY MCCARTHY	7/8/2025	07/09/2025	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM		$ 1,187.50
CHECK TOTAL FOR CHECK NUMBER 191665										**$ 1,187.50**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191666; 07/11/2025; Outstanding; null										
	915	FIBER PLATFORM, LLC	SI-25-026395	07/01/2025	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	fiber	$ 7,682.00
CHECK TOTAL FOR CHECK NUMBER 191666										**$ 7,682.00**
191667; 07/11/2025; Outstanding; null										
	952	BRAYLON STEGALL	7/8/2025	07/09/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 64.00
CHECK TOTAL FOR CHECK NUMBER 191667										**$ 64.00**
191668; 07/11/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00031531	06/27/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Manor Subdivision	$ 753.76
CHECK TOTAL FOR CHECK NUMBER 191668										**$ 753.76**
191669; 07/11/2025; Outstanding; null										
	962	REALM CONSTRUCTION, INC.	2	07/01/2025	PUB WRKS-PO		352-57034-201-000000	TRAFFIC SIGNAL UPGRADES	Funding for Construction	$ 253,122.91
CHECK TOTAL FOR CHECK NUMBER 191669										**$ 253,122.91**
191670; 07/11/2025; Outstanding; null										
	969	RYAN BENJAMIN HOUCK	7/8/2025	07/09/2025	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		$ 66.00
	969	RYAN BENJAMIN HOUCK	7/8/2025	07/09/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 96.00
	969	RYAN BENJAMIN HOUCK	7/8/2025	07/09/2025	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM		$ 537.50
CHECK TOTAL FOR CHECK NUMBER 191670										**$ 699.50**
191671; 07/11/2025; Outstanding; null										
	996	EMILY SEYMOUR	7/8/2025	07/09/2025	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM		$ 475.00
CHECK TOTAL FOR CHECK NUMBER 191671										**$ 475.00**

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AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191672; 07/11/2025; Outstanding; null										
	997	PENNY LEWIS	7/8/2025	07/09/2025	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM		$ 1,187.50
CHECK TOTAL FOR CHECK NUMBER 191672										**$ 1,187.50**
191673; 07/11/2025; Outstanding; null										
	999	SOPHIA DICKSON	7/8/2025	07/11/2025	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM		$ 475.00
CHECK TOTAL FOR CHECK NUMBER 191673										**$ 475.00**
191674; 07/11/2025; Outstanding; null										
Tourism Grant Reimbursement for Studio Sale Entertainment	1000	NICKEL & SUEDE, LLC	042005	07/02/2025	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	N&S studio sale entertainment tourism mktg grantreiumbursement	$ 956.38
CHECK TOTAL FOR CHECK NUMBER 191674										**$ 956.38**
191675; 07/11/2025; Outstanding; null										
	1003	BRYLEE STEGALL	7/8/2025	07/09/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 64.00
CHECK TOTAL FOR CHECK NUMBER 191675										**$ 64.00**
191676; 07/11/2025; Outstanding; null										
	1009	LILLIAN BRYANT	7/8/2025	07/09/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 144.00
CHECK TOTAL FOR CHECK NUMBER 191676										**$ 144.00**
191677; 07/11/2025; Outstanding; null										
	1012	LAUREN MICHELLE PARKS	20250709	07/09/2025	HR & RISK MGMT		100-54004-140-000000	EMPLOYEE ISSUES & FUNCTIONS	Chair Yoga	$ 100.00
CHECK TOTAL FOR CHECK NUMBER 191677										**$ 100.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191678; 07/11/2025; Outstanding; null										
To reassign PO# 220048 from VSM to QK	1013	QUAD KNOPF, INC.	127982	06/17/2025	PUB WRKS-PO		352-57033-201-000000	SIDEWALK MAINTENANCE PROGRAM	Sidewalk Maintenance	$ 1,793.00
CHECK TOTAL FOR CHECK NUMBER 191678										**$ 1,793.00**
191679; 07/11/2025; Outstanding; null										
Tourism mktg grant reumbursement for teacher training	1016	MELINDA HEDGECORTH	0012025	07/08/2025	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Tourism Mktg Grant Reumbursement for Teacher Training	$ 451.67
CHECK TOTAL FOR CHECK NUMBER 191679										**$ 451.67**
191680; 07/11/2025; Outstanding; null										
	1017	DAWN FRANCES BROOKS	1075	07/03/2025	POLICE		100-54001-501-000000	REGISTRATION FEES	Cronin Leadership Academy	$ 283.25
CHECK TOTAL FOR CHECK NUMBER 191680										**$ 283.25**
191681; 07/11/2025; Outstanding; null										
	1167	MO PARKS & RECREATION ASSN	07072025	07/07/2025	PARKS & RECREATION		460-22029-000-000000	TICKET SALES - MPRA	Sold Silver Dollar City Tickets	$ 398.50
CHECK TOTAL FOR CHECK NUMBER 191681										**$ 398.50**
191682; 07/11/2025; Outstanding; null										
	1216	CONSTRUCTION MATERIAL TRUCKING	5300239	07/09/2025	UTILITIES		591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	WWTP - Biosolids Removal	$ 1,750.00
CHECK TOTAL FOR CHECK NUMBER 191682										**$ 1,750.00**
191683; 07/11/2025; Outstanding; null										
	2272	DREXEL TECHNOLOGIES	INV165095	06/27/2025	TECH & LOGISTICS		100-57012-170-000000	OFFICE EQUIPMENT MAINTENANCE	Mthly Plotter Maintenance (06/01/2025-06/30/2025)	$ 131.04
CHECK TOTAL FOR CHECK NUMBER 191683										**$ 131.04**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191684; 07/11/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85825456	06/30/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	$ 196.45
CHECK TOTAL FOR CHECK NUMBER 191684										**$ 196.45**
191685; 07/11/2025; Outstanding; null										
	2767	K C WINWATER WORKS CO	344894 01	05/22/2025	PUBLIC WORKS		351-70020-201-000000	CONSTRUCTION CONTRACT	Solid N-12	$ 2,014.80
	2767	K C WINWATER WORKS CO	346487-01	06/30/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Supplies	$ 29.45
	2767	K C WINWATER WORKS CO	346436-01	06/23/2025	UTILITIES		590-53008-802-000000	MAINTENANCE MATERIALS	Misc Supplies	$ 130.00
CHECK TOTAL FOR CHECK NUMBER 191685										**$ 2,174.25**
191686; 07/11/2025; Outstanding; null										
	3323	SANS INSTITUTE INC	EC00693339	07/02/2025	IT-PO		100-54001-170-000000	REGISTRATION FEES	Certification	$ 839.00
	3323	SANS INSTITUTE INC	EC00693339	07/02/2025	IT-PO		100-54001-170-000000	REGISTRATION FEES	Long Course	$ 12,675.00
CHECK TOTAL FOR CHECK NUMBER 191686										**$ 13,514.00**

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AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191687; 07/11/2025; Outstanding; null										
	3524	LIBERTY PETTY CASH	07082025	07/08/2025	PARKS & RECREATION		460-54000-400-000000	TRAINING TRAVEL	Parking Fee for BJ Staab	$ 15.00
	3524	LIBERTY PETTY CASH	07082025	07/08/2025	PARKS & RECREATION		460-54000-400-000000	TRAINING TRAVEL	Culture Club Meeting	$ 30.00
	3524	LIBERTY PETTY CASH	07082025	07/08/2025	PARKS & RECREATION		461-59026-451-000000	MISCELLANEOUS EXPENSES	Thomas Connor June Mileage	$ 34.65
	3524	LIBERTY PETTY CASH	07082025	07/08/2025	PARKS & RECREATION		460-54000-400-000000	TRAINING TRAVEL	Tom Garland June Mileage	$ 57.40
	3524	LIBERTY PETTY CASH	07082025	07/08/2025	PARKS & RECREATION		465-59026-420-000000	MISCELLANEOUS EXPENSES	Hillary Schebo Mileage Fix Vacuum	$ 84.28
	3524	LIBERTY PETTY CASH	07082025	07/08/2025	PARKS & RECREATION		100-53035-483-000000	PROGRAM SUPPLIES	Silver Center June Birthday Party	$ 100.00
	3524	LIBERTY PETTY CASH	07082025	07/08/2025	PARKS & RECREATION		461-59026-451-000000	MISCELLANEOUS EXPENSES	Paula Ruf June Mileage	$ 114.10
	3524	LIBERTY PETTY CASH	07082025	07/08/2025	PARKS & RECREATION		100-59026-480-000000	MISCELLANEOUS EXPENSES	Hailey Kellerstrass Mileage	$ 283.85
CHECK TOTAL FOR CHECK NUMBER 191687										**$ 719.28**
191688; 07/11/2025; Outstanding; null										
Incl copy of Wastewater Billing w/chk	3552	K C MO WATER SERVICES	KC JUNE-25	07/01/2025	FINANCE		591-55040-902-000000	SEWAGE TREATMENT SERVICES	Wastewater for NLHS	$ 2,736.30
CHECK TOTAL FOR CHECK NUMBER 191688										**$ 2,736.30**
191689; 07/11/2025; Outstanding; null										
Tourism Mktg Grant Reumbursement for Juneteenth	3906	CLAY CO AFRICAN AMERICAN	012025	07/02/2025	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Tourism Mktg Grant reumbursement for Juneteenth	$ 7,000.00
CHECK TOTAL FOR CHECK NUMBER 191689										**$ 7,000.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191690; 07/11/2025; Outstanding; null										
	4013	TED KECK	LSB PAY 2025	07/09/2025	PARKS & RECREATION		460-55071-400-000000	SUMMER BAND PROGRAM	LSB Principal	$ 400.00
CHECK TOTAL FOR CHECK NUMBER 191690										**$ 400.00**
191691; 07/11/2025; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	7/8/2025	07/09/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 57.00
CHECK TOTAL FOR CHECK NUMBER 191691										**$ 57.00**
191692; 07/11/2025; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	JULY 2025	07/02/2025	P&D-PO		244-59018-119-000000	HDLI CONTRACT	2025 HDLI Contract	$ 3,333.33
CHECK TOTAL FOR CHECK NUMBER 191692										**$ 3,333.33**
191693; 07/11/2025; Outstanding; null										
	4653	SHANE FULLER	LSB PAY 2025	07/09/2025	PARKS & RECREATION		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	LSB	$ 1,500.00
CHECK TOTAL FOR CHECK NUMBER 191693										**$ 1,500.00**
191694; 07/11/2025; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	31411	06/22/2025	PARKS & RECREATION		460-57027-403-000000	PLAYGROUND/ SPRAYGROUND MAINT	Rock For Canterbury playground	$ 3,529.48
CHECK TOTAL FOR CHECK NUMBER 191694										**$ 3,529.48**
191695; 07/11/2025; Outstanding; null										
	4763	PRINTING UNLIMITED	72936	07/07/2025	PARKS & RECREATION		465-53032-420-000000	OUTSIDE PRINTING	Business cards Hoops & Eubanks	$ 141.00
CHECK TOTAL FOR CHECK NUMBER 191695										**$ 141.00**
191696; 07/11/2025; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0041943	06/30/2025	TECH & LOGISTICS		100-57015-170-000000	FACILITIES SECURITY MAINT	security camera maintenance	$ 720.84
CHECK TOTAL FOR CHECK NUMBER 191696										**$ 720.84**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191697; 07/11/2025; Outstanding; null										
	4952	SHELLY PETERS	LSB PAY 2025	07/09/2025	PARKS & RECREATION		460-55071-400-000000	SUMMER BAND PROGRAM	LSB Principal Horn	$ 400.00
CHECK TOTAL FOR CHECK NUMBER 191697										**$ 400.00**
191698; 07/11/2025; Outstanding; null										
	5271	CHAD HAWKINS	7/27-8/1/25	07/07/2025	FINANCE		100-54000-501-000000	TRAINING TRAVEL	FBI-LEEDS Course	$ 310.00
CHECK TOTAL FOR CHECK NUMBER 191698										**$ 310.00**
191699; 07/11/2025; Outstanding; null										
	5460	VALVOLINE LLC	103937	07/10/2025	UTILITIES		591-57009-902-000000	VEHICLE MAINTENANCE	Serviced Vehicle #182	$ 34.99
	5460	VALVOLINE LLC	103018	06/25/2025	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Serviced Vehicle #138	$ 51.77
CHECK TOTAL FOR CHECK NUMBER 191699										**$ 86.76**
191700; 07/11/2025; Outstanding; null										
	5602	M & M GOLF CARS LLC	25007	06/19/2025	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Golf Cart	$ 400.00
CHECK TOTAL FOR CHECK NUMBER 191700										**$ 400.00**
191701; 07/11/2025; Outstanding; null										
	5694	RUSSELL FRICK	752326	06/18/2025	PUBLIC WORKS		351-57037-201-000000	STORM WATER MAINTENANCE	ST DIRT	$ 300.00
	5694	RUSSELL FRICK	752325	06/17/2025	PUBLIC WORKS		351-57037-201-000000	STORM WATER MAINTENANCE	ST DIRT	$ 600.00
CHECK TOTAL FOR CHECK NUMBER 191701										**$ 900.00**
191702; 07/11/2025; Outstanding; null										
	5719	INNOVATIVE CONCESSIONS	303001686	07/09/2025	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	Dippin Dots - Sports Complex Concessions	$ 1,934.40
CHECK TOTAL FOR CHECK NUMBER 191702										**$ 1,934.40**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191703; 07/11/2025; Outstanding; null										
	5735	SUPERIOR ELECTRICAL CONST	362789	07/03/2025	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - HVAC Elec at MCC Room	$ 2,653.05
CHECK TOTAL FOR CHECK NUMBER 191703										**$ 2,653.05**
191704; 07/11/2025; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD108704	07/03/2025	UTILITIES-PO		590-53009-802-000000	CHEMICALS	Hydrated Lime	$ 10,208.71
CHECK TOTAL FOR CHECK NUMBER 191704										**$ 10,208.71**
191705; 07/11/2025; Outstanding; null										
	5767	BRENNTAG MID-SOUTH INC	BMS967043	07/09/2025	UTILITIES		591-53009-902-000000	CHEMICALS	WWTP - Chemicals	$ 1,137.50
	5767	BRENNTAG MID-SOUTH INC	BMS967041	07/09/2025	UTILITIES		590-53009-802-000000	CHEMICALS	WTP - Chemicals	$ 8,831.70
CHECK TOTAL FOR CHECK NUMBER 191705										**$ 9,969.20**
191706; 07/11/2025; Outstanding; null										
	5821	TOMPKINS INDUSTRIES INC	405972306	06/30/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	3/4" Couplers & Tips	$ 374.72
CHECK TOTAL FOR CHECK NUMBER 191706										**$ 374.72**
191707; 07/11/2025; Outstanding; null										
	5964	SYNERGY SERVICES INC	DV-JUNE 25	07/01/2025	FINANCE		100-20015-000-000000	DOMESTIC VIOLENCE SHELTER	June DV Fees	$ 996.00
CHECK TOTAL FOR CHECK NUMBER 191707										**$ 996.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191708; 07/11/2025; Outstanding; null										
tourism grant for speakers fee and museum promotions	5965	CLAY CO MUSEUM & HISTORIAL SOC	CCM032025	07/02/2025	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Reimbursement for Tourism Grant - February	$ 141.00
tourism grant for speakers fee and museum promotions	5965	CLAY CO MUSEUM & HISTORIAL SOC	CCM032025	07/02/2025	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Reimbursement for Tourism Grant - March	$ 196.10
tourism grant for speakers fee and museum promotions	5965	CLAY CO MUSEUM & HISTORIAL SOC	CCM032025	07/02/2025	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Reimbursement for Tourism Grant - January	$ 1,197.22
CHECK TOTAL FOR CHECK NUMBER 191708										**$ 1,534.32**
191709; 07/11/2025; Outstanding; null										
	5983	LIBERTY ECONOMIC DEV CORP	2146	06/25/2025	ECO/DEVO SLS TX-PO		354-59017-610-000000	PARTNERSHIP-COMMUNITY GROWTH	Annual Contract for LEDC	$ 39,785.00
CHECK TOTAL FOR CHECK NUMBER 191709										**$ 39,785.00**
191710; 07/11/2025; Cleared; 07/11/2025										
	6085	BRIXMOR SPE 5 LLC	JULY2025	07/07/2025	NONE		100-48028-000-000000	TIF ADMINISTRATIVE FEE	JULY ADMIN FEE	$ (269.50)
	6085	BRIXMOR SPE 5 LLC	JULY2025	07/07/2025	NONE		605-55008-618-000000	ADMINISTRATIVE FEES	JULY ADMIN FEE	$ 269.50
	6085	BRIXMOR SPE 5 LLC	JULY2025	07/07/2025	NONE		605-55044-618-000000	MISCELLANEOUS FEES	JULY 2025 PYMT	$ 22,801.47
CHECK TOTAL FOR CHECK NUMBER 191710										**$ 22,801.47**
191711; 07/11/2025; Outstanding; null										
Employee Picnic	6115	HY-VEE FOOD	7825108	06/20/2025	ADMINISTRATION		100-59026-110-000000	MISCELLANEOUS EXPENSES	Employee Picnic	$ 966.58
CHECK TOTAL FOR CHECK NUMBER 191711										**$ 966.58**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191712; 07/11/2025; Outstanding; null										
	6123	GT DISTRIBUTORS INC	INV1049785	06/24/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Vests (Snider, Mulch, Cronin, Sims, Anderson)/Vest Carriers	$ 9,277.54
CHECK TOTAL FOR CHECK NUMBER 191712										**$ 9,277.54**
191713; 07/11/2025; Outstanding; null										
Mowing Week of 7.10.25	6136	KITCHS LAWNCARE & LANDSCAPING	3067	07/09/2025	CEMETERY MNTCE-PO	Mowing Week of 7.7.25	247-57024-204-000000	MOWING CONTRACT	Professional Mowing, Trimming, and Edging Services	$ 2,310.00
CHECK TOTAL FOR CHECK NUMBER 191713										**$ 2,310.00**
191714; 07/11/2025; Outstanding; null										
	6275	KIMBALL MIDWEST INC 1	103513523	06/30/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Misc Supplies	$ 187.50
	6275	KIMBALL MIDWEST INC 1	103513523	06/30/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Supplies	$ 187.50
CHECK TOTAL FOR CHECK NUMBER 191714										**$ 375.00**
191715; 07/11/2025; Outstanding; null										
	6384	CE WATER MANAGEMENT INC	C70040	07/01/2025	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	Quarterly Boiler Maintenance - City Hall	$ 272.00
CHECK TOTAL FOR CHECK NUMBER 191715										**$ 272.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191716; 07/11/2025; Outstanding; null										
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1804920	06/30/2025	PUBLIC WORKS		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at W Mill & Liberty Dr.	$ 95.43
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1804922	06/30/2025	PUBLIC WORKS		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at E Mill & Leonard St	$ 281.72
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1804923	06/30/2025	PUBLIC WORKS		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at W. KS & N. Ridge Ave	$ 290.86
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1804924	06/30/2025	PUBLIC WORKS		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at Mill & Gallatin	$ 472.20
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1804921	06/30/2025	PUBLIC WORKS		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at W. KS & Conistor	$ 656.62
CHECK TOTAL FOR CHECK NUMBER 191716										**$ 1,796.83**
191717; 07/11/2025; Outstanding; null										
	6436	MICHAEL DRAGEN	LSB PAY 2025	07/09/2025	PARKS & RECREATION		460-55071-400-000000	SUMMER BAND PROGRAM	LSB Principal Low Brass	$ 400.00
CHECK TOTAL FOR CHECK NUMBER 191717										**$ 400.00**
191718; 07/11/2025; Outstanding; null										
	6547	EDWARDS CHEMICALS	IN202863	07/03/2025	PARKS & RECREATION		465-53009-420-000000	CHEMICALS	Pool chemical order 7.3.25	$ 2,648.02
CHECK TOTAL FOR CHECK NUMBER 191718										**$ 2,648.02**
191719; 07/11/2025; Outstanding; null										
	6636	SHAWNEE MISSION FORD INC	73401	07/08/2025	P&D-PO	Hold Check for Pick up	100-70000-151-000000	VEHICLES	2025 Ford Ranger	$ 35,883.00
CHECK TOTAL FOR CHECK NUMBER 191719										**$ 35,883.00**
191720; 07/11/2025; Outstanding; null										
	6763	MICHAEL S WIENANDS	7/8/2025	07/09/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 304.00
CHECK TOTAL FOR CHECK NUMBER 191720										**$ 304.00**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191721; 07/11/2025; Outstanding; null										
	6783	BRIAN LOMAS	7/12-7/18/2025	07/03/2025	FINANCE		100-54000-170-000000	TRAINING TRAVEL	ESRI User Conf	$ 586.58
CHECK TOTAL FOR CHECK NUMBER 191721										**$ 586.58**
191722; 07/11/2025; Outstanding; null										
	7430	ELAINE BROWN	LSB PAY 2025	07/09/2025	PARKS & RECREATION		460-55071-400-000000	SUMMER BAND PROGRAM	LSB Principal Flute	$ 400.00
CHECK TOTAL FOR CHECK NUMBER 191722										**$ 400.00**
191723; 07/11/2025; Outstanding; null										
	7509	KAPKE & WILLERTH LLC	69120	07/01/2025	FINANCE		100-55005-111-000000	LEGAL FEES	Legal Fees	$ 540.00
	7509	KAPKE & WILLERTH LLC	69120	07/01/2025	FINANCE		100-55005-111-000000	LEGAL FEES	Legal Fees	$ 4,466.25
CHECK TOTAL FOR CHECK NUMBER 191723										**$ 5,006.25**
191724; 07/11/2025; Outstanding; null										
	8060	FLUID EQUIPMENT CO INC	5628218	07/01/2025	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Element Tubes	$ 761.76
CHECK TOTAL FOR CHECK NUMBER 191724										**$ 761.76**
191725; 07/11/2025; Outstanding; null										
Copier Meter Reads	8612	MIDWEST OFFICE TECHNOLOGY INC	INST464836	06/27/2025	ADMINISTRATION		100-53031-110-000000	COPIER LEASE & USAGE	Meter Reads	$ 184.50
CHECK TOTAL FOR CHECK NUMBER 191725										**$ 184.50**
191726; 07/11/2025; Outstanding; null										
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST465993	07/08/2025	PLANNING & DVLP		100-53031-201-000000	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	$ 124.64
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST465993	07/08/2025	PLANNING & DVLP		100-53031-150-000000	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	$ 124.65
CHECK TOTAL FOR CHECK NUMBER 191726										**$ 249.29**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191727; 07/11/2025; Void; null										
	999999	Erin Basham	02431853	07/07/2025	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Shelter Refund	** $ 110.00
CHECK TOTAL FOR CHECK NUMBER 191727										**$ 0.00**
191728; 07/11/2025; Outstanding; null										
	999999	Julia Knauff	2472416	07/01/2025	PARKS & RECREATION		465-44049-000-000000	FAMILY-RESIDENT SUMMER PASS	Decided to do monthly bank draft	$ 245.75
CHECK TOTAL FOR CHECK NUMBER 191728										**$ 245.75**
191729; 07/11/2025; Outstanding; null										
	999999	Kristine Knutter	2487893	07/01/2025	PARKS & RECREATION		465-44040-000-000000	ADULT - PIF	Credit 1 month of membership	$ 39.50
CHECK TOTAL FOR CHECK NUMBER 191729										**$ 39.50**
191730; 07/11/2025; Outstanding; null										
	999999	Lorena Ramos	2492454	07/07/2025	PARKS & RECREATION		465-44063-000-000000	SWIMMING PROGRAMS	Not able to attend	$ 63.00
CHECK TOTAL FOR CHECK NUMBER 191730										**$ 63.00**
191731; 07/11/2025; Outstanding; null										
	999999	Ajay Ghanekar	2494778	07/09/2025	PARKS & RECREATION		465-44055-000-000000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	$ 1,181.16
CHECK TOTAL FOR CHECK NUMBER 191731										**$ 1,181.16**
191732; 07/11/2025; Outstanding; null										
	999999	Jonathon Nickell	LSB PAY 2025	07/09/2025	PARKS & RECREATION		460-55071-400-000000	SUMMER BAND PROGRAM	LSB Principal Saxophone (1/4)	$ 100.00
CHECK TOTAL FOR CHECK NUMBER 191732										**$ 100.00**
191733; 07/11/2025; Outstanding; null										
Please refund from 100-41009	999999	Henry Burns	ROW-07-25-0 0006	07/07/2025	PUBLIC WORKS		590-20019-000-000000	WATER REFUNDS	Refund Permit Fee	$ 200.00
CHECK TOTAL FOR CHECK NUMBER 191733										**$ 200.00**

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

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191734; 07/11/2025; Outstanding; null										
	639	LISA SHANNON	014	07/07/2025	COURT		100-55041-116-000000	CONTRACT LABOR	JULY INVOICE	$ 185.00
CHECK TOTAL FOR CHECK NUMBER 191734										**$ 185.00**
Grand Total:										**$ 604,066.36**

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.

July 18, 2025

AP List Checks Invoices

Check Type: All; **Check Date between:** 07/17/2025 and 07/18/2025;

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										
191735; 07/18/2025; Outstanding; null										
	12	R. JOEL REINOEHL	HW018	07/14/2025	PARKS & RECREATION		460-55041-400-000000	CONTRACT LABOR	Heather Schley Banner Sponsorship	$ 86.62
	12	R. JOEL REINOEHL	TTSF002	07/14/2025	PARKS & RECREATION		460-55041-400-000000	CONTRACT LABOR	State Farm Banner Sponsorship	$ 86.62
	12	R. JOEL REINOEHL	HW018	07/14/2025	PARKS & RECREATION		465-55043-420-000000	SPONSORSHIPS	Heather Schley Banner Sponsorship	$ 129.94
	12	R. JOEL REINOEHL	TTSF002	07/14/2025	PARKS & RECREATION		465-55043-420-000000	SPONSORSHIPS	State Farm Banner Sponsorship	$ 129.94
	12	R. JOEL REINOEHL	RR045	07/14/2025	PARKS & RECREATION		461-55044-451-000000	MISCELLANEOUS FEES	Red Robin Field Sponsorship	$ 166.50
	12	R. JOEL REINOEHL	HW018	07/14/2025	PARKS & RECREATION		461-55044-451-000000	MISCELLANEOUS FEES	Heather Schley Banner Sponsorship	$ 264.69
	12	R. JOEL REINOEHL	TTSF002	07/14/2025	PARKS & RECREATION		461-55044-451-000000	MISCELLANEOUS FEES	State Farm Banner Sponsorship	$ 264.69
CHECK TOTAL FOR CHECK NUMBER 191735										**$ 1,129.00**
191736; 07/18/2025; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	47940667004	07/16/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession Beverages and supplies for Sports Complex and LCC Vending	$ 2,597.70
CHECK TOTAL FOR CHECK NUMBER 191736										**$ 2,597.70**
191737; 07/18/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10337785	07/10/2025	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	$ 151.23
CHECK TOTAL FOR CHECK NUMBER 191737										**$ 151.23**
191738; 07/18/2025; Outstanding; null										
	161	LAW OFFICE OF MARY M PARRISH	16065	07/10/2025	PROSECUTOR		100-55005-115-000000	LEGAL FEES	July 2025 Legal Fees	$ 500.00
CHECK TOTAL FOR CHECK NUMBER 191738										**$ 500.00**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191739; 07/18/2025; Outstanding; null										
	262	AIR CLEANING TECHNOLOGIES	116726	05/31/2025	FIRE		100-57018-301-000000	MISC EQUIPMENT MAINT	St 3 Plymovent hose damage	$ 610.00
CHECK TOTAL FOR CHECK NUMBER 191739										**$ 610.00**
191740; 07/18/2025; Outstanding; null										
	314	RICOH USA, INC	5071635140	07/01/2025	ANIMAL CONTROL		100-53031-165-000000	COPIER LEASE & USAGE	Copier Usage	$ 35.82
	314	RICOH USA, INC	5071633997	07/01/2025	ANIMAL CONTROL		100-53031-165-000000	COPIER LEASE & USAGE	Copier Usage	$ 119.76
CHECK TOTAL FOR CHECK NUMBER 191740										**$ 155.58**
191741; 07/18/2025; Outstanding; null										
Copier Contract Charge	342	CANON FINANCIAL SERVICES, INC	41395064	07/12/2025	ADMINISTRATION		100-53031-110-000000	COPIER LEASE & USAGE	Copier Contract Charge	$ 152.00
	342	CANON FINANCIAL SERVICES, INC	41395063	07/12/2025	PUBLIC WORKS		100-53031-150-000000	COPIER LEASE & USAGE	Copier Lease - July 2025	$ 152.00
CHECK TOTAL FOR CHECK NUMBER 191741										**$ 304.00**
191742; 07/18/2025; Outstanding; null										
	357	NORTHLAND READY-MIX INC	205367	06/23/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Concrete - Mississippi St Project	$ 1,464.00
	357	NORTHLAND READY-MIX INC	205305,307	06/20/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Concrete - Mississippi St Project	$ 3,472.50
CHECK TOTAL FOR CHECK NUMBER 191742										**$ 4,936.50**
191743; 07/18/2025; Outstanding; null										
	424	DIESEL SOLUTIONS LLC	3760	06/30/2025	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	St Veh Maintenance Unit 710	$ 2,662.42
CHECK TOTAL FOR CHECK NUMBER 191743										**$ 2,662.42**
191744; 07/18/2025; Outstanding; null										
	460	STRATUS BUILDING SOLUTIONS	7853980	07/10/2025	PARKS & RECREATION		465-55041-420-000000	CONTRACT LABOR	Day porter for swim meets	$ 472.50
CHECK TOTAL FOR CHECK NUMBER 191744										**$ 472.50**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191745; 07/18/2025; Outstanding; null										
	472	ELEVATOR SAFETY SERVICES INC	38678	05/23/2025	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	Elevator Inspection - City Hall	$ 175.00
CHECK TOTAL FOR CHECK NUMBER 191745										**$ 175.00**
191746; 07/18/2025; Outstanding; null										
2025 City-Wide HVAC Maintenance	669	MYRICK MECHANICAL	2803	05/20/2025	PUB WRKS-PO	Reclass to 100.57020.202.00000	100-57019-160-000000	BUILDING MAINTENANCE	2025 City-Wide HVAC Maintenance	$ 1,738.39
CHECK TOTAL FOR CHECK NUMBER 191746										**$ 1,738.39**
191747; 07/18/2025; Outstanding; null										
	711	TWISTED STEEL WELDING LLC	2144	07/16/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	611 Ladder repair	$ 330.00
CHECK TOTAL FOR CHECK NUMBER 191747										**$ 330.00**
191748; 07/18/2025; Outstanding; null										
	713	KOHL WHOLESALE INC	1339327	07/16/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession food and supplies for Sports Complex	$ 5,475.07
CHECK TOTAL FOR CHECK NUMBER 191748										**$ 5,475.07**
191749; 07/18/2025; Outstanding; null										
	723	LIFE-ASSIST, INC	1615687	07/03/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	$ 196.98
CHECK TOTAL FOR CHECK NUMBER 191749										**$ 196.98**
191750; 07/18/2025; Outstanding; null										
	762	SUPERIOR-BOWEN ASPHALT	51420	03/25/2025	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	Satrock Plus	$ 262.60
CHECK TOTAL FOR CHECK NUMBER 191750										**$ 262.60**
191751; 07/18/2025; Outstanding; null										
	770	JASON BEARDEN	7/21-7/25/2025	07/16/2025	FINANCE		100-54000-501-000000	TRAINING TRAVEL	LETSAC Conf	$ 278.00
CHECK TOTAL FOR CHECK NUMBER 191751										**$ 278.00**

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191752; 07/18/2025; Outstanding; null										
	805	EMS MANAGEMENT & CONSULTANTS	EMS-017162	06/30/2025	NONE		100-55041-160-000000	CONTRACT LABOR	AMB CHARGES- JUNE	$ 11,961.20
CHECK TOTAL FOR CHECK NUMBER 191752										**$ 11,961.20**
191753; 07/18/2025; Outstanding; null										
	882	KIMBERLY BORDER	0083	06/18/2025	FIRE		100-60000-300-000000	MINOR EQUIPMENT	Promotional Tumbler	$ 384.00
CHECK TOTAL FOR CHECK NUMBER 191753										**$ 384.00**
191754; 07/18/2025; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-000032381	07/16/2025	UTILITIES-PO		591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	Courtney Ridge	$ 22,080.27
CHECK TOTAL FOR CHECK NUMBER 191754										**$ 22,080.27**
191755; 07/18/2025; Outstanding; null										
	943	COLUMN SOFTWARE PBC	B283E281-0014	07/14/2025	PUBLIC WORKS		595-55044-205-000000	MISCELLANEOUS FEES	Processing Fee	$ 22.46
	943	COLUMN SOFTWARE PBC	B283E281-0014	07/14/2025	PUBLIC WORKS		595-55044-205-000000	MISCELLANEOUS FEES	Public Notice - 7/23/25	$ 49.92
	943	COLUMN SOFTWARE PBC	B283E281-0014	07/14/2025	PUBLIC WORKS		595-55044-205-000000	MISCELLANEOUS FEES	Public Notice - 7/30/25	$ 49.92
	943	COLUMN SOFTWARE PBC	B283E281-0014	07/14/2025	PUBLIC WORKS		595-55044-205-000000	MISCELLANEOUS FEES	Public Notice - 8/06/25	$ 49.92
CHECK TOTAL FOR CHECK NUMBER 191755										**$ 172.22**
191756; 07/18/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00031699	07/08/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Manor Subdivision	$ 628.75
	957	VANCE BROTHERS, LLC	IG00031754	07/10/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Birmingham	$ 700.01
	957	VANCE BROTHERS, LLC	IG00031723	07/09/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Birmingham	$ 704.57
CHECK TOTAL FOR CHECK NUMBER 191756										**$ 2,033.33**

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

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191757; 07/18/2025; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	8543188	07/10/2025	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	$ 630.00
CHECK TOTAL FOR CHECK NUMBER 191757										**$ 630.00**
191758; 07/18/2025; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	8543204	07/11/2025	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	$ 630.00
CHECK TOTAL FOR CHECK NUMBER 191758										**$ 630.00**
191759; 07/18/2025; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	8543211	07/12/2025	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	$ 630.00
CHECK TOTAL FOR CHECK NUMBER 191759										**$ 630.00**
191760; 07/18/2025; Outstanding; null										
	976	PACE PROPERTIES, INC	COL7.2025	07/01/2025	NONE		600-53037-616-000000	TIF REIMBURSABLE FEES	CID Eligible Costs - PM Fee	$ 41,128.14
	976	PACE PROPERTIES, INC	COL7.2025	07/01/2025	NONE		600-53037-616-000000	TIF REIMBURSABLE FEES	CID Eligible Costs - Irrigation Repair	$ 57,440.55
	976	PACE PROPERTIES, INC	COL7.2025	07/01/2025	NONE		600-53037-616-000000	TIF REIMBURSABLE FEES	CID Eligible Costs - Parking Lot Repair	$ 265,380.56
CHECK TOTAL FOR CHECK NUMBER 191760										**$ 363,949.25**
191761; 07/18/2025; Outstanding; null										
Studio Sale Marketing Receipts	1000	NICKEL & SUEDE, LLC	022025	07/01/2025	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	tourism mktg grant reumbursemnt for June studio sale	$ 1,622.68
CHECK TOTAL FOR CHECK NUMBER 191761										**$ 1,622.68**
191762; 07/18/2025; Outstanding; null										
	1020	HYDRO-KLEAN LLC	005013	07/02/2025	UTILITIES-PO		593-70020-901-000000	CONSTRUCTION CONTRACT	Monoform manhole rehabilitation for sewer trunk line with HK Solutions	$ 23,700.00
CHECK TOTAL FOR CHECK NUMBER 191762										**$ 23,700.00**

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

AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191763; 07/18/2025; Outstanding; null										
	1216	CONSTRUCTION MATERIAL TRUCKING	5300306	07/16/2025	UTILITIES		591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	WWTP - Biosolids Removal	$ 1,960.00
CHECK TOTAL FOR CHECK NUMBER 191763										**$ 1,960.00**
191764; 07/18/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85840344	07/11/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	$ 1,025.17
CHECK TOTAL FOR CHECK NUMBER 191764										**$ 1,025.17**
191765; 07/18/2025; Outstanding; null										
	2767	K C WINWATER WORKS CO	346277-01	07/03/2025	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory Parts - #309, #277	$ 986.00
	2767	K C WINWATER WORKS CO	347045-01	07/07/2025	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory Parts - #055, #361	$ 4,658.00
CHECK TOTAL FOR CHECK NUMBER 191765										**$ 5,644.00**
191766; 07/18/2025; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281302186	07/14/2025	PARKS & RECREATION		465-57018-420-000000	MISC EQUIPMENT MAINT	Facility mats 7.14.25	$ 123.90
CHECK TOTAL FOR CHECK NUMBER 191766										**$ 123.90**
191767; 07/18/2025; Outstanding; null										
	2879	L-L TOWING CO	87800	09/09/2024	FIRE		100-57009-302-000000	VEHICLE MAINTENANCE	Fire #627 tow service	$ 120.00
	2879	L-L TOWING CO	88924	06/17/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Fire #612 tow service	$ 310.00
	2879	L-L TOWING CO	88985	07/01/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Fire #612 tow service	$ 1,114.00
CHECK TOTAL FOR CHECK NUMBER 191767										**$ 1,544.00**

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191768; 07/18/2025; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	585444	07/15/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	ac water pump 611	$ 902.75
CHECK TOTAL FOR CHECK NUMBER 191768										**$ 902.75**
191769; 07/18/2025; Outstanding; null										
	4109	CYCLONE CITY LLC	6856	06/30/2025	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM	Swim Team T-Shirts	$ 2,531.25
CHECK TOTAL FOR CHECK NUMBER 191769										**$ 2,531.25**
191770; 07/18/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-250756018	07/13/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	611 Turbo warranty and new wiring harness	$ 2,778.20
CHECK TOTAL FOR CHECK NUMBER 191770										**$ 2,778.20**
191771; 07/18/2025; Outstanding; null										
	4458	HASTY AWARDS	06250336	06/17/2025	PARKS & RECREATION		465-55057-410-000000	SWIM TEAM	Awards for swim meet	$ 1,180.51
CHECK TOTAL FOR CHECK NUMBER 191771										**$ 1,180.51**
191772; 07/18/2025; Outstanding; null										
	4482	OZARK READY-MIX COMPANY INC	62991	07/02/2025	PARKS & RECREATION		460-57027-403-000000	PLAYGROUND/ SPRAYGROUND MAINT	Canterbury Playground concrete	$ 1,190.25
CHECK TOTAL FOR CHECK NUMBER 191772										**$ 1,190.25**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191773; 07/18/2025; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	31519	06/30/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	$ 175.84
	4693	LIBERTY AGGREGATES LLC	31519	06/30/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	$ 175.85
	4693	LIBERTY AGGREGATES LLC	31612	07/06/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	$ 359.73
	4693	LIBERTY AGGREGATES LLC	31612	07/06/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	$ 359.74
CHECK TOTAL FOR CHECK NUMBER 191773										**$ 1,071.16**

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

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191774; 07/18/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	523874	06/11/2025	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Donation	$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	23760	06/19/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Neuter	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23791	06/26/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Neuter	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23808	06/26/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Neuter	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23792	05/23/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23724	05/24/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23744	07/02/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23774	07/03/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23802	07/07/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23775	07/09/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23795	07/07/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23766	07/08/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	525678	07/07/2025	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Vaccination (Donation)	$ 45.09
	4817	VETERINARY CENTER OF LIBERTY	525678	07/07/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	euthanasia	$ 52.00
	4817	VETERINARY CENTER OF LIBERTY	525212	06/26/2025	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Donation	$ 61.65
	4817	VETERINARY CENTER OF LIBERTY	23819	06/26/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Neuter	$ 65.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191774; 07/18/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23841	06/27/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Neuter	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23689	07/02/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23604	07/07/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23810	07/08/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23822	07/08/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23651	06/24/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Spay	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23809	06/26/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Spay	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23811	06/26/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Spay	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23824	06/27/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Spay	$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	525678	07/07/2025	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Rabies & Dewormer (Donation)	$ 69.94
	4817	VETERINARY CENTER OF LIBERTY	520212	05/05/2025	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER		$ 227.24
	4817	VETERINARY CENTER OF LIBERTY	523874	06/11/2025	ANIMAL CONTROL		100-53001-165-000000	MEDICAL SUPPLIES	DAPP	$ 485.14
	4817	VETERINARY CENTER OF LIBERTY	523874	06/11/2025	ANIMAL CONTROL		100-53001-165-000000	MEDICAL SUPPLIES	Bordetella	$ 505.52
	4817	VETERINARY CENTER OF LIBERTY	523874	06/11/2025	ANIMAL CONTROL		100-53001-165-000000	MEDICAL SUPPLIES	Combo Tests	$ 955.57
CHECK TOTAL FOR CHECK NUMBER 191774										**$ 3,567.70**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191775; 07/18/2025; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0042022	07/01/2025	ANIMAL CONTROL		100-57015-165-000000	FACILITIES SECURITY MAINT	Monitoring	$ 48.95
CHECK TOTAL FOR CHECK NUMBER 191775										**$ 48.95**
191776; 07/18/2025; Outstanding; null										
	5142	LEXIPOL LLC	INVLEX11255531	07/01/2025	FIRE		100-54004-303-000000	TRAINING COSTS	Lexipol Renewal	$ 7,919.00
CHECK TOTAL FOR CHECK NUMBER 191776										**$ 7,919.00**
191777; 07/18/2025; Outstanding; null										
	5300	K C ICE CREAM CO INC	7/16/25	07/16/2025	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	Ice Cream Order - CapFed Concessions	$ 513.36
CHECK TOTAL FOR CHECK NUMBER 191777										**$ 513.36**
191778; 07/18/2025; Outstanding; null										
	5394	GALL'S INC	031824446	07/03/2025	FIRE		100-59014-300-000000	CLOTHING EXPENSES	Fire uniforms	$ 226.12
	5394	GALL'S INC	031786568	06/30/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 350.60
CHECK TOTAL FOR CHECK NUMBER 191778										**$ 576.72**
191779; 07/18/2025; Outstanding; null										
	5616	AMERICAN RESPONSE VEHICLES INC	17020	07/07/2025	FIRE		100-57009-302-000000	VEHICLE MAINTENANCE	Fire #626 emergency lights	$ 297.00
CHECK TOTAL FOR CHECK NUMBER 191779										**$ 297.00**
191780; 07/18/2025; Outstanding; null										
	5659	ROSEMARIE VON FINTEL	SUM 2025-1	07/10/2025	PARKS & RECREATION		465-55065-410-000000	COMMUNITY PROGRAMS	Dog Obedience SUM 2025-1	$ 441.00
CHECK TOTAL FOR CHECK NUMBER 191780										**$ 441.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191781; 07/18/2025; Outstanding; null										
	5694	RUSSELL FRICK	752330	07/16/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Dirt - Stockpile	$ 150.00
	5694	RUSSELL FRICK	752330	07/16/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Dirt - Stockpile	$ 150.00
CHECK TOTAL FOR CHECK NUMBER 191781										**$ 300.00**
191782; 07/18/2025; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD110379	07/09/2025	UTILITIES-PO		590-53009-802-000000	CHEMICALS	Hydrated Lime	$ 9,407.58
	5761	MISSISSIPPI LIME CO INC	CD111754	07/14/2025	UTILITIES-PO		590-53009-802-000000	CHEMICALS	Hydrated Lime	$ 10,124.96
CHECK TOTAL FOR CHECK NUMBER 191782										**$ 19,532.54**
191783; 07/18/2025; Outstanding; null										
	5817	UNITED OFFICE PRODUCTS	439627-0	08/28/2024	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	Blinds for St.3 finalized	$ 3,379.00
CHECK TOTAL FOR CHECK NUMBER 191783										**$ 3,379.00**
191784; 07/18/2025; Outstanding; null										
	5838	EXCELSIOR SPRINGS HOSPITAL	4688	07/02/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	$ 34.50
CHECK TOTAL FOR CHECK NUMBER 191784										**$ 34.50**
191785; 07/18/2025; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	559850391	07/11/2025	PARKS & RECREATION		100-57012-483-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	$ 409.72
	5910	KONICA MINOLTA BUSINESS SOLUTI	559850391	07/11/2025	PARKS & RECREATION		465-57012-420-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	$ 409.73
CHECK TOTAL FOR CHECK NUMBER 191785										**$ 819.45**
191786; 07/18/2025; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4237391	07/02/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	$ 225.00
CHECK TOTAL FOR CHECK NUMBER 191786										**$ 225.00**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191787; 07/18/2025; Outstanding; null										
	6018	HDR ENGINEERING INC	1200738093-1	07/10/2025	PUB WRKS-PO		351-70023-201-000000	PROJECT CONTINGENCIES	MASTER PLAN	$ 37,808.55
CHECK TOTAL FOR CHECK NUMBER 191787										**$ 37,808.55**
191788; 07/18/2025; Outstanding; null										
	6030	REJIS COMMISSION	557940	07/15/2025	ADMINISTRATION		100-55044-116-000000	MISCELLANEOUS FEES	Mobile Ticketing Exported to JIS	$ 146.50
CHECK TOTAL FOR CHECK NUMBER 191788										**$ 146.50**
191789; 07/18/2025; Outstanding; null										
	6094	JEREMY LOY	7/21-7/25/2025	07/16/2025	FINANCE		100-54000-501-000000	TRAINING TRAVEL	LETSAC Conf	$ 278.00
CHECK TOTAL FOR CHECK NUMBER 191789										**$ 278.00**
191790; 07/18/2025; Outstanding; null										
	6120	FOLEY EQUIPMENT CO INC	S2321901	04/25/2025	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	SSL Bucket - ST Vehicle Maintenance	$ 1,969.00
CHECK TOTAL FOR CHECK NUMBER 191790										**$ 1,969.00**
191791; 07/18/2025; Outstanding; null										
	6196	AMERIGLASS CLEANING INC	196529	07/08/2025	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	Fire window cleaning	$ 80.00
CHECK TOTAL FOR CHECK NUMBER 191791										**$ 80.00**
191792; 07/18/2025; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002997484	07/14/2025	FIRE		100-53009-302-000000	CHEMICALS	Fire oxygen	$ 30.48
CHECK TOTAL FOR CHECK NUMBER 191792										**$ 30.48**
191793; 07/18/2025; Outstanding; null										
	6539	MARMIC FIRE & SAFETY CO INC	D352202	07/11/2025	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Annual Kitchen Hood & Fire Extinguisher Inspections	$ 981.88
CHECK TOTAL FOR CHECK NUMBER 191793										**$ 981.88**

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191794; 07/18/2025; Outstanding; null										
	6939	TRANSYSTEMS	INV-0004815 024R	04/11/2025	PUB WRKS-PO		351-70023-201-0000 00	PROJECT CONTINGENCIES	Contract for Professional Services	$ 3,501.49
CHECK TOTAL FOR CHECK NUMBER 191794										**$ 3,501.49**
191795; 07/18/2025; Outstanding; null										
	7653	K C MO WATER DEPT	7/16/2025	07/01/2025	NONE		590-55036-802-0000 00	WATER PURCHASES-KANSAS CITY	KC MO WATER DEPT	$ 26,930.89
CHECK TOTAL FOR CHECK NUMBER 191795										**$ 26,930.89**
191796; 07/18/2025; Outstanding; null										
Cont. #40109528 1/15/25 to 1/14/2025	7662	STRYKER MEDICAL	9209604574	06/24/2025	FIRE-PO		100-57018-302-0000 00	MISC EQUIPMENT MAINT	Preventative maint.	$ 14,428.80
CHECK TOTAL FOR CHECK NUMBER 191796										**$ 14,428.80**
191797; 07/18/2025; Outstanding; null										
	7678	NU-LIFE LABORATORIES INC	48917	04/03/2025	PUBLIC WORKS		351-57031-201-00000 0	ASPHALT-STREET REPAIRS	ST Weed Killer	$ 10,466.94
CHECK TOTAL FOR CHECK NUMBER 191797										**$ 10,466.94**
191798; 07/18/2025; Outstanding; null										
	7683	RICOH USA, INC	109303576	07/01/2025	FIRE		100-53031-300-0000 00	COPIER LEASE & USAGE	Fire copier lease	$ 137.89
CHECK TOTAL FOR CHECK NUMBER 191798										**$ 137.89**
191799; 07/18/2025; Outstanding; null										
	7923	OMEGA DOOR CO INC	60462	06/23/2025	FIRE		100-57019-300-0000 00	BUILDING MAINTENANCE	St1 Garage doors	$ 1,684.80
CHECK TOTAL FOR CHECK NUMBER 191799										**$ 1,684.80**

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191800; 07/18/2025; Outstanding; null										
	8397	REPUBLIC SERVICES #468	0468-004565147	06/30/2025	PUBLIC WORKS		100-55032-203-000000	REFUSE COLLECTION FEES	ST 40 Cu Yard Dumpster	$ 493.26
	8397	REPUBLIC SERVICES #468	0468-004566158	06/30/2025	UTILITIES		591-55044-902-000000	MISCELLANEOUS FEES	Dumpster Pickup Service	$ 75.13
	8397	REPUBLIC SERVICES #468	0468-004566158	06/30/2025	UTILITIES		591-55041-901-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 75.14
	8397	REPUBLIC SERVICES #468	0468-004566158	06/30/2025	UTILITIES		590-55041-801-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 75.14
	8397	REPUBLIC SERVICES #468	0468-004566020	06/30/2025	UTILITIES		591-55041-901-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 478.68
	8397	REPUBLIC SERVICES #468	0468-004566020	06/30/2025	UTILITIES		590-55041-801-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 478.69
	8397	REPUBLIC SERVICES #468	0468-004566020	06/30/2025	UTILITIES		591-55041-902-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 2,146.64
CHECK TOTAL FOR CHECK NUMBER 191800										**$ 3,822.68**
191801; 07/18/2025; Outstanding; null										
	8621	ADVANCED EXERCISE EQUIPMENT	51582	07/10/2025	PARKS & REC-PO		465-60000-420-000000	MINOR EQUIPMENT	Multi-Adjustable Bench	$ 1,495.20
	8621	ADVANCED EXERCISE EQUIPMENT	51582	07/10/2025	PARKS & REC-PO		465-60000-420-000000	MINOR EQUIPMENT	Air Bike Unlimited	$ 1,676.50
	8621	ADVANCED EXERCISE EQUIPMENT	51582	07/10/2025	PARKS & REC-PO		465-60000-420-000000	MINOR EQUIPMENT	Freight, Delivery, Installation	$ 3,368.00
	8621	ADVANCED EXERCISE EQUIPMENT	51582	07/10/2025	PARKS & REC-PO		465-60000-420-000000	MINOR EQUIPMENT	Integrity+ Recumbent Lifecycle Bike with 16in SE4 Console	$ 6,019.30
	8621	ADVANCED EXERCISE EQUIPMENT	51582	07/10/2025	PARKS & REC-PO		465-60000-420-000000	MINOR EQUIPMENT	Integrity+ Elliptical Cross-Trainer with 16in SE4 Console	$ 15,398.60
	8621	ADVANCED EXERCISE EQUIPMENT	51582	07/10/2025	PARKS & REC-PO		465-60000-420-000000	MINOR EQUIPMENT	Integrity+ Treadmill with 16in SE4 Console	$ 18,198.60
CHECK TOTAL FOR CHECK NUMBER 191801										**$ 46,156.20**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191802; 07/18/2025; Outstanding; null										
	8966	ROAD RUNNER SAFETY SERVICES	00029001	06/30/2025	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Sign Rental - Mississippi St Project	$ 1,002.60
CHECK TOTAL FOR CHECK NUMBER 191802										**$ 1,002.60**
191803; 07/18/2025; Outstanding; null										
	999999	Rian Basham	02431853A	07/16/2025	PARKS & RECREATION	HFP	460-44058-000-000000	SHELTER RENTALS - RESIDENT	Cancelled Rental	$ 110.00
CHECK TOTAL FOR CHECK NUMBER 191803										**$ 110.00**
191804; 07/18/2025; Outstanding; null										
	999999	EDWIN CHAVEZ	101-2750-00-11	07/10/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 89.26
CHECK TOTAL FOR CHECK NUMBER 191804										**$ 89.26**
191805; 07/18/2025; Outstanding; null										
	999999	NATHAN MEHRER	102-2200-00-20	07/10/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 92.47
CHECK TOTAL FOR CHECK NUMBER 191805										**$ 92.47**
191806; 07/18/2025; Outstanding; null										
	999999	ROBERT BARRON	105-0630-00-04	07/10/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 104.66
CHECK TOTAL FOR CHECK NUMBER 191806										**$ 104.66**
191807; 07/18/2025; Outstanding; null										
	999999	BETTER REHABS LLC	105-0670-00-02	07/10/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 133.26
CHECK TOTAL FOR CHECK NUMBER 191807										**$ 133.26**
191808; 07/18/2025; Outstanding; null										
	999999	VB SIX LLC	117-4230-00-20	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 53.41
CHECK TOTAL FOR CHECK NUMBER 191808										**$ 53.41**

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191809; 07/18/2025; Outstanding; null										
	999999	NIYATIBEN CHAUDHARY	119-1762-00-15	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 98.39
CHECK TOTAL FOR CHECK NUMBER 191809										**$ 98.39**
191810; 07/18/2025; Outstanding; null										
	999999	HAILEY REID & ANDREW JOHNSON	119-1900-00-33	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 133.84
CHECK TOTAL FOR CHECK NUMBER 191810										**$ 133.84**
191811; 07/18/2025; Outstanding; null										
	999999	JAMES HODGES	119-3620-00-12	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 26.68
CHECK TOTAL FOR CHECK NUMBER 191811										**$ 26.68**
191812; 07/18/2025; Outstanding; null										
	999999	CATHERINE FILES	123-1230-00-02	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 93.00
CHECK TOTAL FOR CHECK NUMBER 191812										**$ 93.00**
191813; 07/18/2025; Outstanding; null										
	999999	JESSE WYNN	125-0650-00-13	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 125.66
CHECK TOTAL FOR CHECK NUMBER 191813										**$ 125.66**
191814; 07/18/2025; Outstanding; null										
	999999	PAM KELLY	136-0590-00-08	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 67.01
CHECK TOTAL FOR CHECK NUMBER 191814										**$ 67.01**
191815; 07/18/2025; Outstanding; null										
	999999	OLYMPUS CUSTOM HOMES	139-0220-00-01	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 67.24
CHECK TOTAL FOR CHECK NUMBER 191815										**$ 67.24**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191816; 07/18/2025; Outstanding; null										
	999999	JOSE RODRIGUEZ	140-0075-00-24	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 34.88
CHECK TOTAL FOR CHECK NUMBER 191816										**$ 34.88**
191817; 07/18/2025; Outstanding; null										
	999999	RYAN & TAYLOR TUTTLE	140-8020-00-02	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 124.04
CHECK TOTAL FOR CHECK NUMBER 191817										**$ 124.04**
191818; 07/18/2025; Outstanding; null										
	999999	NANCY CASTRO	142-0590-00-01	07/14/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 871.90
CHECK TOTAL FOR CHECK NUMBER 191818										**$ 871.90**
191819; 07/18/2025; Outstanding; null										
	999999	STEPHEN WINN	204-4120-00-02	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 49.47
CHECK TOTAL FOR CHECK NUMBER 191819										**$ 49.47**
191820; 07/18/2025; Outstanding; null										
	999999	LEWIS BURNETT	204-4780-00-01	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 89.09
CHECK TOTAL FOR CHECK NUMBER 191820										**$ 89.09**
191821; 07/18/2025; Outstanding; null										
	999999	JOSHUA & MARISSA SHONING	206-0080-00-04	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 50.90
CHECK TOTAL FOR CHECK NUMBER 191821										**$ 50.90**
191822; 07/18/2025; Outstanding; null										
	999999	JOSUE CHAVEZ	207-5460-00-13	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 84.63
CHECK TOTAL FOR CHECK NUMBER 191822										**$ 84.63**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191823; 07/18/2025; Outstanding; null										
	999999	FLORENCE ANDERSON	209-0240-00-01	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 136.20
CHECK TOTAL FOR CHECK NUMBER 191823										**$ 136.20**
191824; 07/18/2025; Outstanding; null										
	999999	MICHAEL WILLIS	209-0840-00-20	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 73.29
CHECK TOTAL FOR CHECK NUMBER 191824										**$ 73.29**
191825; 07/18/2025; Outstanding; null										
	999999	JORDAN FORSYTHE	210-1300-00-09	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 37.69
CHECK TOTAL FOR CHECK NUMBER 191825										**$ 37.69**
191826; 07/18/2025; Outstanding; null										
	999999	ARIELLE SAULSBURY	210-1650-00-10	07/11/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 5.72
CHECK TOTAL FOR CHECK NUMBER 191826										**$ 5.72**
191827; 07/18/2025; Outstanding; null										
	999999	RICHARD EDWARDS	211-1810-00-16	07/14/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 20.93
CHECK TOTAL FOR CHECK NUMBER 191827										**$ 20.93**
191828; 07/18/2025; Outstanding; null										
	999999	DEBORAH CHAMPLAIN	212-2145-00-06	07/14/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 267.49
CHECK TOTAL FOR CHECK NUMBER 191828										**$ 267.49**
191829; 07/18/2025; Outstanding; null										
	999999	SARAH KAMLER	214-3260-00-02	07/14/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 84.68
CHECK TOTAL FOR CHECK NUMBER 191829										**$ 84.68**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191830; 07/18/2025; Outstanding; null										
	999999	CODY BUTTS	214-5520-00-02	07/14/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 59.16
CHECK TOTAL FOR CHECK NUMBER 191830										**$ 59.16**
191831; 07/18/2025; Outstanding; null										
	999999	JAMES OUSLEY & HAYLEY SNOW	216-5585-00-04	07/14/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 121.84
CHECK TOTAL FOR CHECK NUMBER 191831										**$ 121.84**
191832; 07/18/2025; Outstanding; null										
	999999	JAMES GEORGE & DOROTHY GREEN	216-6020-00-19	07/10/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 88.56
CHECK TOTAL FOR CHECK NUMBER 191832										**$ 88.56**
191833; 07/18/2025; Outstanding; null										
	999999	JESSICA KIMBLE	226-0115-00-13	07/10/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS		$ 82.81
CHECK TOTAL FOR CHECK NUMBER 191833										**$ 82.81**
191834; 07/18/2025; Outstanding; null										
	999999	AMANDA ROBSON & BRANDON WADE	226-0280-00-19	07/14/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 71.83
CHECK TOTAL FOR CHECK NUMBER 191834										**$ 71.83**
191835; 07/18/2025; Outstanding; null										
	999999	AMANDA SCHWEIGER	226-0445-00-11	07/14/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 90.67
CHECK TOTAL FOR CHECK NUMBER 191835										**$ 90.67**
191836; 07/18/2025; Outstanding; null										
	999999	DONALD ALTIS	226-0560-00-03	07/14/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 13.26
CHECK TOTAL FOR CHECK NUMBER 191836										**$ 13.26**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191837; 07/18/2025; Outstanding; null										
	999999	LORI NORRIS	230-6945-00-03	07/14/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 88.74
CHECK TOTAL FOR CHECK NUMBER 191837										**$ 88.74**
191838; 07/18/2025; Outstanding; null										
	999999	Karen Myers	2493930	07/09/2025	PARKS & RECREATION		465-44063-000-000000	SWIMMING PROGRAMS	Not able to attend	$ 63.00
CHECK TOTAL FOR CHECK NUMBER 191838										**$ 63.00**
191839; 07/18/2025; Outstanding; null										
	999999	Natalie O'Bannon	2494728	07/09/2025	PARKS & RECREATION		465-44041-000-000000	ADULT - MONTHLY	medical issues..never able to use	$ 425.00
CHECK TOTAL FOR CHECK NUMBER 191839										**$ 425.00**
191840; 07/18/2025; Outstanding; null										
	999999	Marla Phipps	2495107	07/09/2025	PARKS & RECREATION		465-44038-000-000000	YOUTH - PIF	Credit 1 month of membership	$ 27.25
CHECK TOTAL FOR CHECK NUMBER 191840										**$ 27.25**
191841; 07/18/2025; Outstanding; null										
	999999	Neal Volz	2496183	07/10/2025	PARKS & RECREATION		465-44067-000-000000	PERSONAL TRAINING	Overcharged /not given 5% discount	$ 24.00
CHECK TOTAL FOR CHECK NUMBER 191841										**$ 24.00**
191842; 07/18/2025; Outstanding; null										
	999999	Luke Gingrich	2496188	07/10/2025	PARKS & RECREATION		465-44046-000-000000	YOUTH-RESIDENT SUMMER PASS	Buyer's remorse	$ 125.50
CHECK TOTAL FOR CHECK NUMBER 191842										**$ 125.50**
191843; 07/18/2025; Outstanding; null										
	999999	Tessa Noblet	2498908	07/11/2025	PARKS & RECREATION		465-44041-000-000000	ADULT - MONTHLY	Unable to use	$ 306.50
CHECK TOTAL FOR CHECK NUMBER 191843										**$ 306.50**

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

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
191844; 07/18/2025; Outstanding; null										
	999999	Landon Senk	2499096	07/11/2025	PARKS & RECREATION		465-44041-000-000000	ADULT - MONTHLY	Credit remaining months of annual membership	$ 267.00
CHECK TOTAL FOR CHECK NUMBER 191844										**$ 267.00**
191845; 07/18/2025; Outstanding; null										
	999999	Jessica Edens	2506693	07/16/2025	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Day Pass Refund	$ 31.50
CHECK TOTAL FOR CHECK NUMBER 191845										**$ 31.50**
191846; 07/18/2025; Outstanding; null										
	999999	Aer Events LLC	2506946	07/16/2025	PARKS & RECREATION		465-44055-000-000000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	$ 2,980.00
CHECK TOTAL FOR CHECK NUMBER 191846										**$ 2,980.00**
191847; 07/18/2025; Outstanding; null										
	999999	Caroline Murphy	2507616	07/17/2025	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Lego Camp Refund	$ 140.00
CHECK TOTAL FOR CHECK NUMBER 191847										**$ 140.00**
191848; 07/18/2025; Outstanding; null										
	999999	SUSAN & DANIEL CASAMATTA	288-1410-00-02	07/14/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 6.42
CHECK TOTAL FOR CHECK NUMBER 191848										**$ 6.42**
191849; 07/18/2025; Outstanding; null										
	999999	WOLF CONSTRUCTION	354-0022-00-01	07/14/2025	UTILITY BILLING		590-20019-000-000000	WATER REFUNDS	WATER REFUND	$ 558.40
CHECK TOTAL FOR CHECK NUMBER 191849										**$ 558.40**
191850; 07/18/2025; Outstanding; null										
	801	LESLIE NEUMEYER	8/5-8/8/2025	07/16/2025	FINANCE		100-54000-140-000000	TRAINING TRAVEL	SHRM Mo State Conf	$ 168.00
CHECK TOTAL FOR CHECK NUMBER 191850										**$ 168.00**

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

AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
Grand Total:										**$ 665,665.26**

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

STAFF REPORT

Planning and Zoning Case 25-30FP

Staff: Mike Peterman, Assistant Director, Planning & Development

Date: July 28, 2025

GENERAL INFORMATION

Application:	**Final Plat for Heartland Meadows, 15th Plat, 1 lot on 11.49 acres**
Applicant:	Luke McIntosh Davidson AE 4301 Indian Creek Parkway Overland Park, KS 66207
Owner:	Benjamin-Goren LLC 14722 Anson Ave, Santa Fe Springs, CA 90670
Location:	North of Heartland Dr., south of US 69 Hwy
Existing Land Use/Zoning:	Undeveloped / M-1 "Light Industrial"
Future Land Use Designation:	Flex/Industrial
Surrounding Land Uses/Zoning:	**North**: US 69 Hwy and Future North Liberty Logistics Park/ C-2 "General Business" and M-1 "Light Industrial" **South**: Earnest Shepherd Youth Center/ R-1A "Suburban Residential" **East**: Heartland Meadows/ M-1 "Light Industrial" **West**: US 69 Hwy and Undeveloped/ C-2 "General Business"
Public Notice:	None Required
File Date:	June 6, 2025

PREVIOUS CASES / SITE HISTORY

P&Z Case 25-19R&PDP: Rezoning & Preliminary Development Plan for US Motor Works. Rezoning from R-1A, "Suburban Residential District" to M-1, "Light Industrial District" for 102,600 sf of industrial space on 11.49 acres was approved by the City Council on May 19, 2025

P&Z Case 25-20PP: Preliminary Plat for Heartland Meadows, 15th Plat, 1 lot on 11.49 acres was approved by the City Council on May 19, 2025

P&Z Case 25-29FDP: Final Development Plan for US Motor Works. A 102,600 sq. ft. industrial building on 11.49 acres, north of Heartland Dr., south of US 69 Hwy is running concurrently with this application.

APPLICANT'S PROPOSAL

Technical Information

This is a final plat for Heartland Meadows, 15th Plat, 1 lot on 11.49 acres. This subdivision proposes two tracts to be used for stormwater infrastructure. A 4-acre conservation easement on the west side of the creek is proposed to preserve the existing vegetation and limit any construction activity.

PUBLIC INFRASTRUCTURE

FACILITY	CITY STANDARD	STATUS
Streets	Direct connection to fully improved street network	The project includes one entrance onto Heartland Dr. via a private access Easement from Lot 3C Heartland Meadows, which is also owned by the applicant. The property has frontage along US 69 Hwy but does not intend to provide access at that location. Approval from Missouri Department of Transportation and the City of Liberty would be required if access to US 69 Hwy is ever proposed on this lot.
Sanitary Sewer	Direct, gravity flow connection	The developer will install a private pressure sewer system that will discharge to a public sanitary sewer system through the property to the East that is a contiguous ownership. A private sewer easement and maintenance agreement will be executed and recorded at the Clay County Recorder of Deeds that provides the ability to construct and maintain the private pressure sewer system.
Water	Direct connection to City water services	Water service will be provided via connections to an existing water main on US 69 Hwy and looped through the site.
Storm Water	All storm water must be released from the site at an acceptable rate	Stormwater will be collected by an on-site collection system directed to the storm water detention areas located on the site, then released into the Liberty stormwater system at an acceptable rate.

STAFF ANALYSIS

In accordance with the UDO, staff's analysis of a Final Plat application is guided by Section 30-28.14.

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

2. **The final plat complies with the provisions of this UDO;**
   Staff finds that the application substantially conforms to the requirements set forth in the UDO.

3. **The final plat substantially complies with approved city development standards and policies;**
   The proposed plat has direct access to water, sewer, and the public street network and substantially complies with City standards and policies.

4. **The final plat substantially conforms to the approved preliminary plat, when applicable;**
   The final plat does substantially conform to the approved preliminary plat.

5. **All public works elements have been designed to city specifications and certified by the city engineer;**
   All public improvement plans must be submitted and approved prior to the recordation of this plat.

6. **All necessary easements, dedications, vacations, and other agreements have been accepted or approved.**
   All easements and dedications have been reviewed and approved by the City Engineer and will be accepted with the approval and recordation of this plat.

STAFF RECOMMENDATION

Staff finds the application meets the standards of review for a Final Plat in Section 30-28.14 of the UDO and recommends approval of PZ Case 25-30FP.

PZ RECOMMENDATION

At its July 8, 2025 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 25-30FP as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Final Plat
Exhibit E:	Excerpt minutes from Planning & Zoning Commission meeting
Exhibit F:	Ordinance

City of Liberty missouri

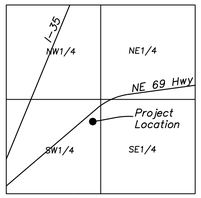
Vicinity Map
Exhibit A

P&Z Case 25-30FP
Final **Plat**
US Motor Works

0 250 490
Feet

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

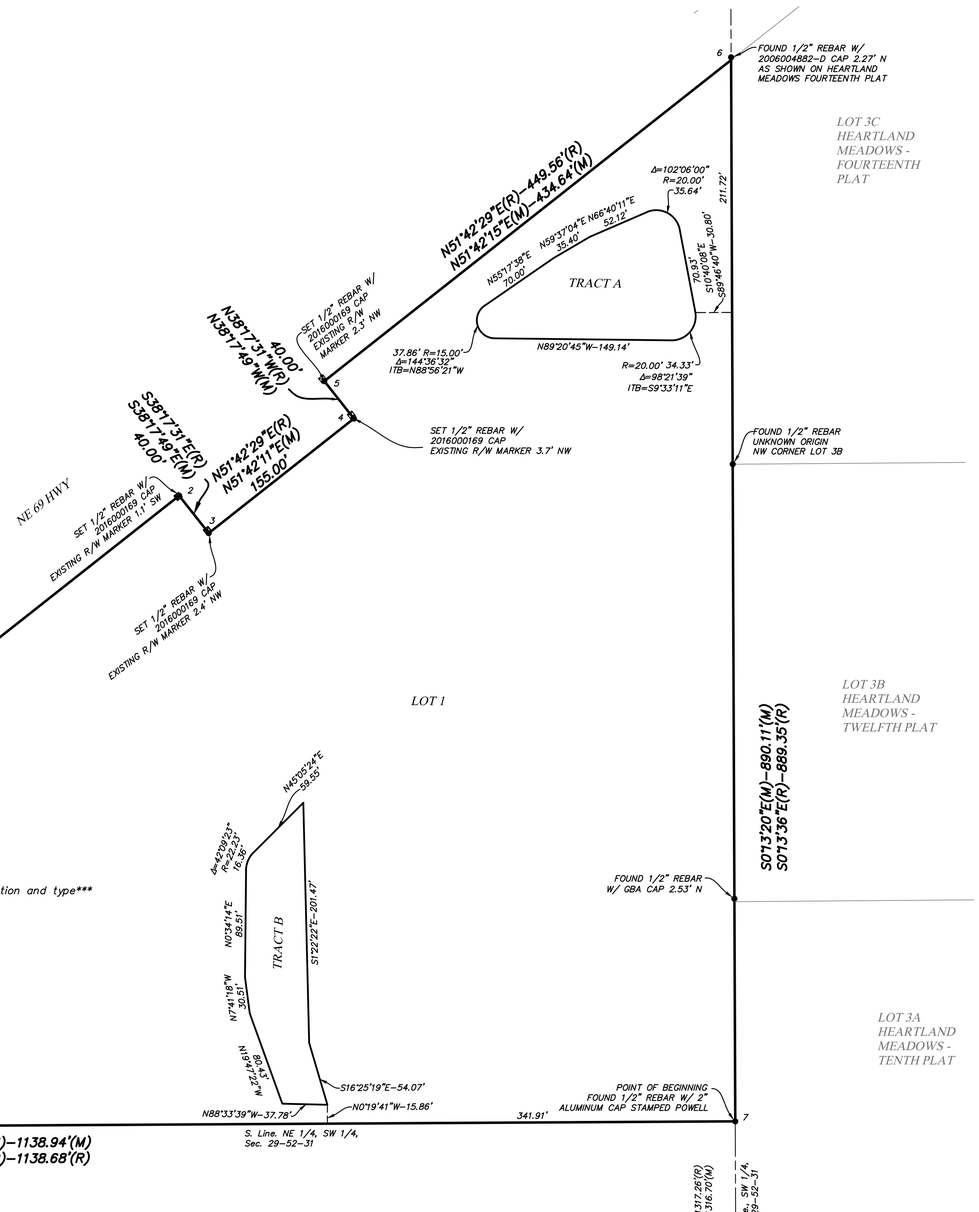
SCALE : 1"=60'
60 30 0 60



SCALE: 1"=2000'

VICINITY MAP
SEC.29–52–31

LEGEND
● = MONUMENT AS NOTED



*** See Sheet 2 for easement location and type***

	NORTHING	EASTING
1	1135290.937	2813798.459
2	1135822.100	2814471.101
3	1135790.711	2814495.888
4	1135886.761	2814617.522
5	1135918.150	2814592.735
6	1136187.477	2814933.815
7	1135297.457	2814937.265

LOT 1	476,441 Sq. Ft or 10.938 Acres ±
TRACT A	13,422 Sq. Ft or 0.308 Acres ±
TRACT B	10,834 Sq. Ft or 0.248 Acres ±
TOTAL AREA =	500,676 Sq. Ft or 11.494 Acres ±

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

Coordinates shown hereon are Missouri State Plane (Grid) West Zone NAD83

The accuracy standard for this survey is Urban.

Error of closure exceeds 1:50,000

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

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

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

REFERENCE SURVEYS:

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

Final Plat HEARTLAND MEADOWS – FOURTEENTH PLAT

Final Plat HEARTLAND MEADOWS – TWELFTH PLAT

Final Plat HEARTLAND MEADOWS – TENTH PLAT

I hereby certify that this survey was completed by me or under my direct supervision. Field work was completed on September 19, 2024.

Job No. 2023–0078
Sec. 36–14–22
Johnson County, Kansas
2024–0073 FPLAT.DWG

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

COUNTY RECORDING INFORMATION

Plat Dedication: HEARTLAND MEADOWS FIFTEENTH PLAT	
Private Open Space Dedication: 0.0	
Record As: Plat	

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

OWNERS CERTIFICATION AND DEDICATION
The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "HEARTLAND MEADOWS FIFTEENTH PLAT"

Tracts A & B as shown hereon are for storm water management and detention and are to be owned and maintained by the owner of Lot 1.

DRAINAGE EASEMENT – A drainage easement (D/E) for the purpose of storm water drainage including the right to build, construct, keep, repair and maintain storm water drainage facilities under, in, over, and upon as may be necessary, being and situated in City of Liberty, Missouri (The City) is hereby granted to The City. The City shall have the right at all times to go upon the lands herein described to construct, maintain and repair the said drainage facilities as may be necessary. Nothing shall in any way interfere with the safe and unrestricted use of the land adjacent to and above said drainage facilities, nor attempt to use said property in such manner as would interfere with the proper, safe and continuous maintenance and use of said drainage facilities and specifically shall not build thereon or thereover any structure which may interfere with the maintenance and use thereof.

EXECUTION
IN TESTIMONY WHEREOF, the undersigned proprietor of has caused this instrument to be executed this _____ day of _____, 20_____

Benjamin–Goren LLC

_____
By: Doron Goren, COO

ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____ 20_____, before me the undersigned, a Notary Public in and for said County and State, personally appeared Doren Goren, COO, of Benjamin–Goren LLC, who is known to me to be such officer and who is known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and such person acknowledged the execution of the same to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____ _____ My Appointment Expires _____

Notary Public *Print Name*

CITY PLANNING AND ZONING COMMISSION:
APPROVED by the Planning and Zoning Commission of the City of Liberty, Missouri, this _____ day of _____, 2025.
_____
Dee Rosekrans
City Planning and Zoning Commission Chairman
CITY COUNCIL:

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

_____ _____
Greg Canuteson
Mayor

_____ _____
Sarah Ranes
Deputy City Clerk

_____ _____
Sherri McIntyre, P.E.
Director of Public Works

Land Data	Area
Total Land Area	11.494 Ac
Land Area for proposed and Existing Right of Way	0.00 Ac
Net Land Area	11.494 Ac
Plat Data	**Count**
Number of Lots	1
Number of Tracts	2

CLIENT/OWNER
Benjamin–Goren LLC
14722 Anson Ave
Santa Fe Springs, CA 90670

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

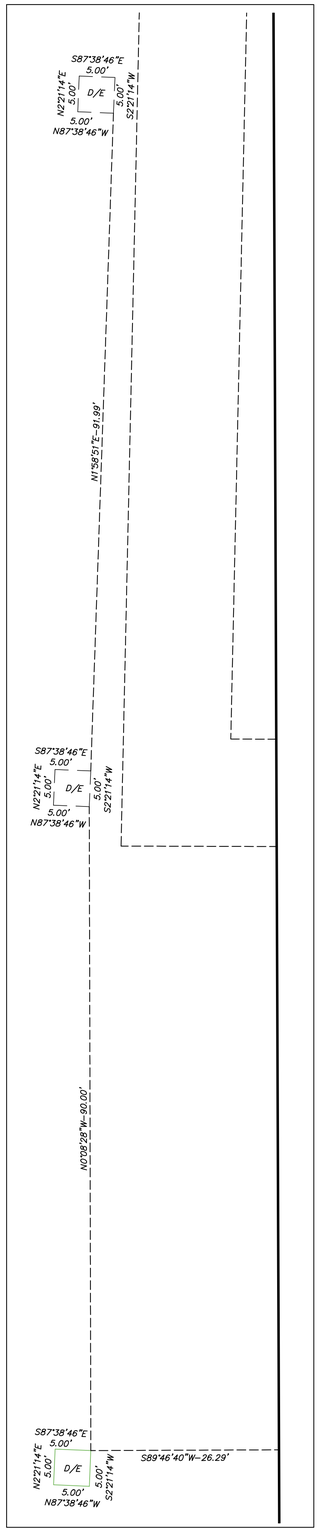


FIGURE 2:
SCALE: 1"=10'

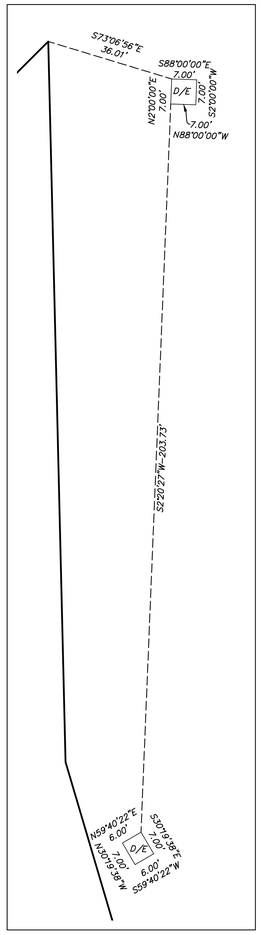
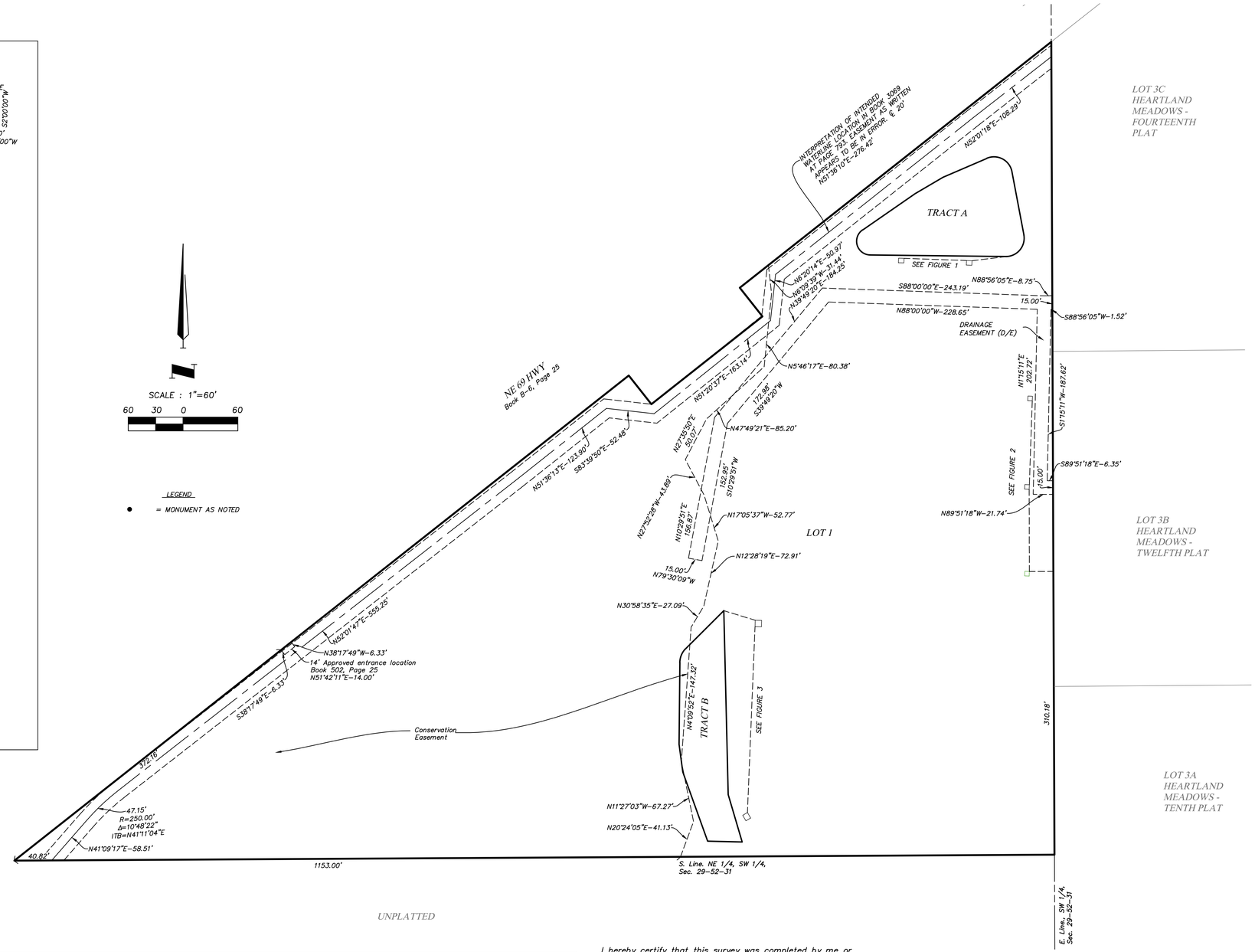


FIGURE 3:
SCALE: 1"=20'

SCALE : 1"=60'
60 30 0 60

LEGEND
● = MONUMENT AS NOTED



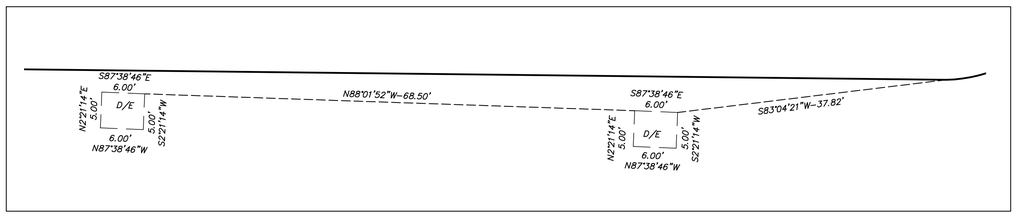


FIGURE 1:
SCALE: 1"=10'

I hereby certify that this survey was completed by me or under my direct supervision. Field work was completed on September 19, 2024.

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

Job No. 2023–0078
Sec. 36–14–22
Johnson County, Kansas
2024–0073 FPLAT.DWG

CLIENT/OWNER
Benjamin–Goren LLC
14722 Anson Ave
Santa Fe Springs, CA 90670

29390 W 119th Street, Olathe, KS 66061
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B. PZ Case 25-30FP: Final Plat for Heartland Meadows, 15th Plat, 1 Lot on 11.5 acres at 3101 NE 69 HWY.

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

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

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

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

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, July 28, 2025 at 7:00 p.m.

DOCUMENT NO._____

ORDINANCE NO._____

AN ORDINANCE ACCEPTING AND APPROVING A FINAL PLAT FOR HEARTLAND MEADOWS, 15TH PLAT, 1 LOT ON 11.49 ACRES IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a Final Plat for Heartland Meadows, 15th Plat, 1 lot on 11.49 acres in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning and Zoning Commission on July 8, 2025 and City Council on July 28, 2025; and

WHEREAS, pursuant to Section 30-28.14 of the Unified Development Ordinance of the City of Liberty, the City Council finds that the plat described duly conforms to the standards and requirements of ordinances in place at the time of the application;

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

SECTION I

The City Council hereby accepts and approves a Final Plat for Heartland Meadows, 15th Plat, 1 lot on 11.49 acres in the City of Liberty, Clay County, Missouri the legal description of which follows:

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

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

SECTION II

Any and all development within the above-described final plat shall comply with all applicable standards and requirements as set forth in the City Code of the City of Liberty, 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.

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

_____
Greg Canuteson MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

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

_____
Greg Canuteson MAYOR

STAFF REPORT

Planning and Zoning Case 25-29FDP

Staff: Michael Peterman, Assistant Director of Planning & Development

Date: July 28, 2025

GENERAL INFORMATION

Application:	**Final Development Plan for US Motor Works, a 102,600 sq. ft. industrial building on 11.49 acres, north of Heartland Dr., south of US 69 Hwy**
Applicant:	Luke McIntosh Davidson AE 4301 Indian Creek Parkway Overland Park, KS 66207
Owner:	Benjamin-Goren LLC 14722 Anson Ave, Santa Fe Springs, CA 90670
Existing Land Use/Zoning:	Undeveloped / M-1 "Light Industrial"
Future Land Use Designation:	Flex/Industrial
Surrounding Land Uses/Zoning:	**North**: US 69 Hwy and Future North Liberty Logistics Park/ C-2 "General Business" and M-1 "Light Industrial" **South**: Earnest Shepherd Youth Center/ R-1A "Suburban Residential" **East**: Heartland Meadows/ M-1 "Light Industrial" **West**: US 69 Hwy and Undeveloped/ C-2 "General Business"
Public Notice:	None Required
File Date:	June 6, 2025

PREVIOUS CASES / SITE HISTORY

P&Z Case 25-19R&PDP: Rezoning & Preliminary Development Plan for US Motor Works. Rezoning from R-1A, "Suburban Residential District" to M-1, "Light Industrial District" for 102,600 sf of industrial space on 11.49 acres was approved by the City Council on May 19, 2025

P&Z Case 25-20PP: Preliminary Plat for Heartland Meadows, 15th Plat, 1 lot on 11.49 acres was approved by the City Council on May 19, 2025

P&Z Case 25-30FP: Final Plat for Heartland Meadows, 15th Plat. 1 Lot on 11.5 acres at 3101 US 69 Hwy is running concurrently with this application.

APPLICANT'S PROPOSAL

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

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

There will be two stormwater maintenance areas, one located north of the building and one in the southwest corner of the property.

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

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

Landscaping
The project is proposed on 1 lot. The proposed open space exceeds the 20% requirements by providing 63.4% open space on site. 14 large and 4 ornamental trees and 400 shrubs are planned throughout the building site. In addition, the area west of the creek (4 acres) is proposed to be placed in a conservation easement to preserve the existing vegetation on the site.

Building Design
The building is proposed to be painted concrete tilt up panels. The corners of the building will be a mix of glass storefront windows and EIFS accents and cast reveals in the concrete panels.

PUBLIC INFRASTRUCTURE

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

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

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

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

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

STAFF ANALYSIS

Staff analyzed this application in accordance with the Liberty *Unified Development Ordinance* (UDO), Section 30-27.8. All criteria must be satisfied in order for staff to recommend approval:

1. **The plan substantially complies with the intent of the comprehensive plan;**
   Our Comprehensive Plan, Leading Liberty Forward (2023), lists goals and strategies that should be used to guide our community growth.

   Goal 1, Strategy 1.2 states that the City should, "Align infrastructure improvements and future development and redevelopment opportunities as illustrated in the plan".

   The Future Land Use Map designation in this area is Flex/Industrial. The use of this lot as a warehouse building is appropriate as it is adjacent to other warehouse industrial areas and is currently zoned M-1, "Light Industrial". The site also is providing adequate buffers to the property to the south per the UDO.

   Staff believes the proposal conforms to the Future Land Use Map, Growth and Redevelopment Framework Map and Comprehensive Plan.

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

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

STAFF RECOMMENDATION

Staff finds this application meets the standards of review for a Final Development Plan in Section 30-97.5 (1) of the UDO. Staff recommends approval of P&Z Case 25-29FDP.

PZ RECOMMENDATION

At its July 8, 2025 meeting, the Planning Commission voted 8-0-0 to recommend approval of P&Z Case 25-29FDP as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Site Plan
Exhibit C:	Landscape Plan
Exhibit D:	Building Elevations
Exhibit E:	Excerpt minutes from Planning & Zoning Commission meeting
Exhibit F:	Resolution

City of Liberty missouri

Vicinity Map
Exhibit A

P&Z Case 25-29FDP
Final Development Plan
US Motor Works

0 250 490
Feet

Municipality:	Liberty, Missouri
Applicable Building Codes & Ordinances:	2018 International Building Code (IBC) 2018 International Plumbing Code (IPC) 2018 International Mechanical Code (IMC) 2018 International Fuel Gas Code (IFGC) 2018 International Fire Code (IFC) 2017 National Electrical Code (NEC) 2012 International Energy Conservation Code (IECC) ICC/ANSI A117.1-2009, Accessible and Usable Buildings and Facilities Liberty Missouri Unified Development Ordinance (UDO)
Project Address:	3101 NE 69 Highway Liberty, Missouri
Property Owner:	Benjamin-Goren, LLC 14722 Anson Ave, Santa Fe Springs, CA 90670
Existing Zoning:	R-1a
Proposed Zoning:	M-1, Light Industrial District
Existing Land Use:	Undeveloped
Proposed Land Use:	Warehouse, Manufacturing
Building Height:	Maximum 50 ft
UDO Building Setbacks:	
Front Yard	30 ft
Side Yard	10 ft
Rear Yard	15 ft
Landscaping Setbacks:	
Parking Buffer	10 ft
Streamside Buffer:	
Stream Setback	25 ft
Riparian Buffer:	
Stream Setback	50 ft
Adjacent Zoning (within 185'):	M-1, R-1a
Adjacent Land Use (within 185'):	Industrial, Undeveloped

Assumed Building Occupancy:
S-2, Warehouse with accessory B, Office

Site Area

Total Site Area	496,584 sq. ft.	11.40 ac.

Building Area

Total Building Area:	102,600 sq. ft.

Occupancy Estimate

S-2	100,200 sq. ft./500	200
Office	2,400 sq. ft./150	16
		216

Floor Area Ratio - Maximim 1.0

Overall Floor Area Ratio	102,600	/	496,584	0.21

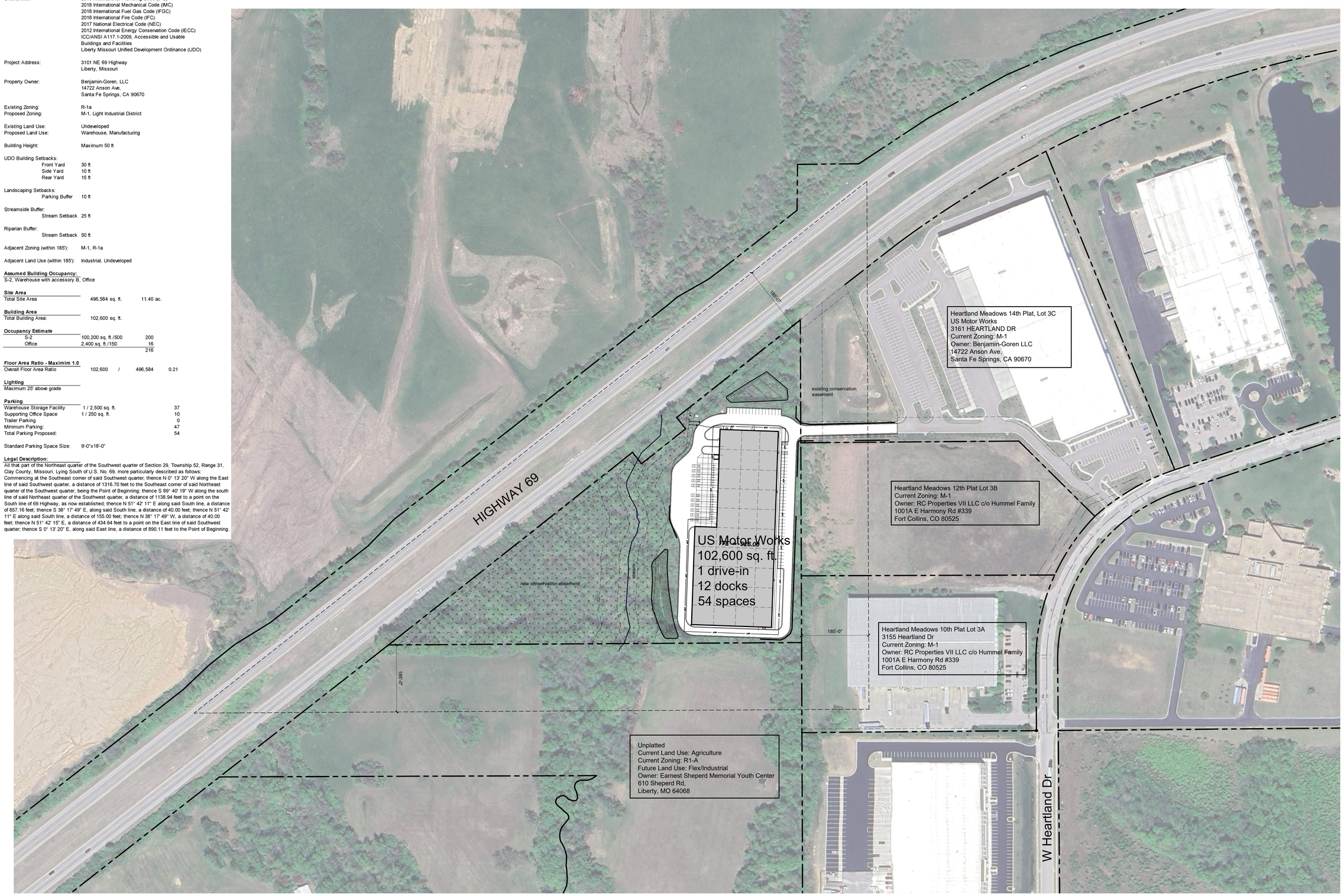
Lighting
Maximum 25' above grade

Parking

Warehouse Storage Facility	1 / 2,500 sq. ft.	37
Supporting Office Space	1 / 250 sq. ft.	10
Trailer Parking		0
Minimum Parking:		47
Total Parking Proposed:		54

Standard Parking Space Size: 9'-0"x18'-0"

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



1 Zoning Plan
scale: 1" = 100'-0"

north

davidson
architecture&engineering
4301 Indian Creek Parkway
Overland Park, KS 66207
phone: 913.451.9350
fax: 913.451.9391
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STATE OF MISSOURI
CHRISTOPHER LEE HAFNER
NUMBER A-2007020152
ARCHITECT

06.06.2025

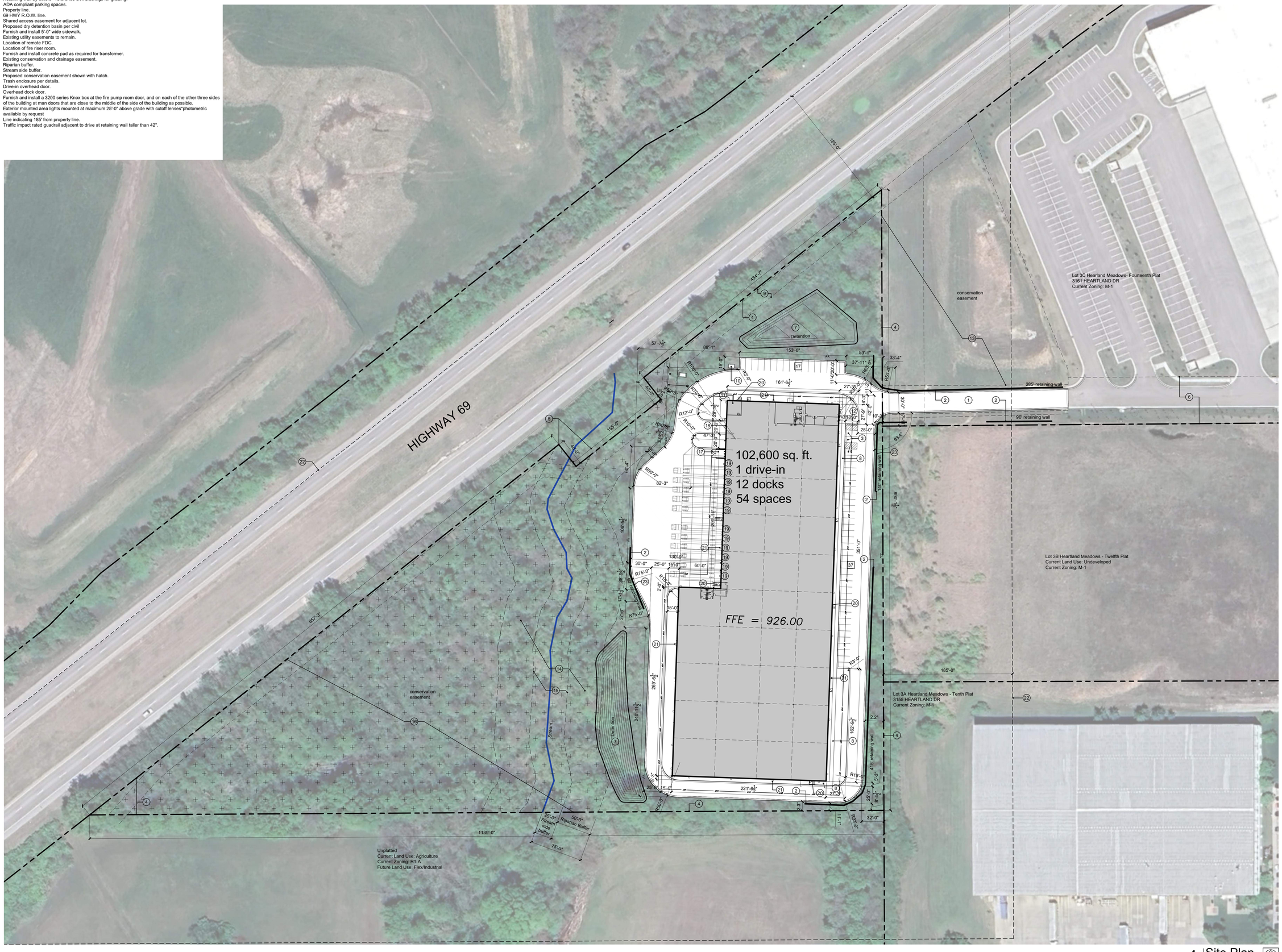
a new development for
US Motor Works
3101 NE 69 Highway
Liberty, Missouri

date
06.06.2025
drawn by
DAE
checked by
DAE
revisions

sheet number
A1.0
drawing type
FDP
project number
24082

site notes (##)

1. Site access drive; extend drive from existing site to property.
2. Retaining wall by others - reference civil drawings for grading.
3. ADA compliant parking spaces.
4. Property line.
5. 69 HWY R.O.W. line.
6. Shared access easement for adjacent lot.
7. Proposed dry detention basin per civil
8. Furnish and install 5'-0" wide sidewalk.
9. Existing utility easements to remain.
10. Location of remote FDC.
11. Location of fire riser room.
12. Furnish and install concrete pad as required for transformer.
13. Existing conservation and drainage easement.
14. Riparian buffer.
15. Stream side buffer.
16. Proposed conservation easement shown with hatch.
17. Trash enclosure per details.
18. Drive-in overhead door.
19. Overhead dock door.
20. Furnish and install a 3200 series Knox box at the fire pump room door, and on each of the other three sides of the building at man doors that are close to the middle of the side of the building as possible.
21. Exterior mounted area lights mounted at maximum 25'-0" above grade with cutoff lenses"photometric available by request
22. Line indicating 185' from property line.
23. Traffic impact rated guadrail adjacent to drive at retaining wall taller than 42".



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

north

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phone: 913.451.9360
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STATE OF MISSOURI
CHRISTOPHER LEE HAFNER
NUMBER A-2007020152
ARCHITECT

06.06.2025

a new development for
US Motor Works
3101 NE 69 Highway
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DAE
checked by
DAE
revisions

sheet number
A1.1
drawing type
FDP
project number
24082

CITY OF LIBERTY PLANTING REQUIREMENTS:

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

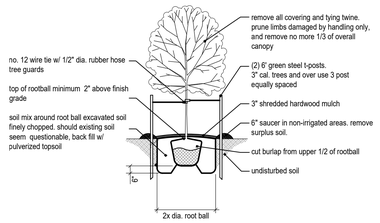
PLANTING QUANTITIES:

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

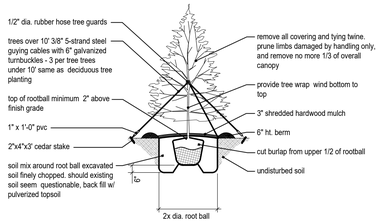
Streets: N/A

Building:
Large growing trees: 102,600 / 3,000 = 34 -(46 existing tree credits) = 0 trees
Shrubs: 102,600 / 250 = 410

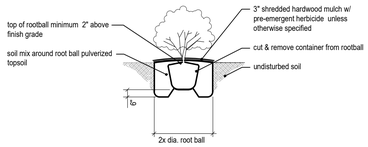
total large growing trees provided: 14
total small growing trees: 4
total shrubs: max. 400



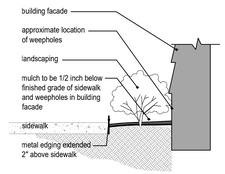
1 deciduous tree planting detail
not to scale



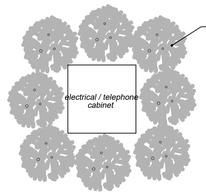
2 evergreen tree planting detail
not to scale



3 shrub planting detail
not to scale



4 edging detail
not to scale



5 electrical / telephone cabinet screen detail
not to scale

note: all above ground electrical and /or telephone cabinets shall be screened with landscape materials, in accordance with the city ordinance

davidson
architecture&engineering
4301 Indian Creek Parkway
Overland Park, KS 66207
phone: 913.451.9360
fax: 913.451.9391
www.davidsonae.com

STATE OF MISSOURI
CHRISTOPHER LEE HAFNER
NUMBER A-2007020152
ARCHITECT

06.06.2025

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

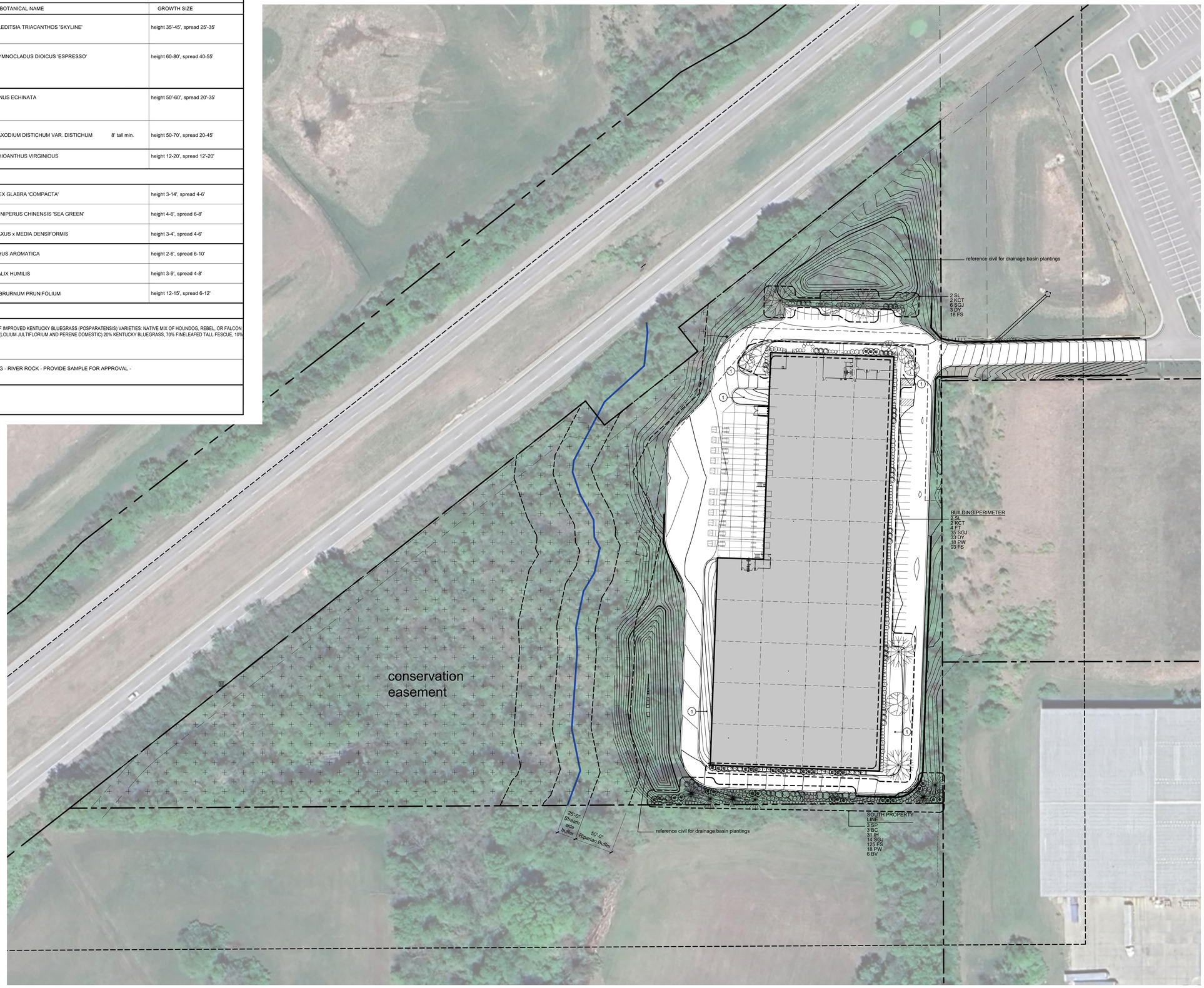
date
06.06.2025
drawn by
DAE
checked by
DAE
revisions

sheet number
L1.0
drawing type
FDP
project number
24082

Tree and Shrub Planting List

			QTY.	COMMON NAME	BOTANICAL NAME	GROWTH SIZE
TREES	DECIDUOUS TREES		5	'SKYLINE' LOCUST (SL)	GLEDITSIA TRIACANTHOS 'SKYLINE'	height 35'-45', spread 25'-35'
			5	KENTUCKY COFFEE TREE (KCT)	GYMNOCLADUS DIOICUS 'ESPRESSO'	height 60-80', spread 40-55'
	EVERGREEN		3	SHORTLEAF PINE (SP)	PINUS ECHINATA	height 50'-60', spread 20'-35'
			3	BALD CYPRUS (BC)	TAXODIUM DISTICHUM VAR. DISTICHUM 8' tall min.	height 50-70', spread 20-45'
			4	FRINGE TREE (FT)	CHIOANTHUS VIRGINIOUS	height 12-20', spread 12'-20'
		TOTAL	18			
SHRUBS	EVERGREEN		31	INKBERRY HOLLY (IH)	ILEX GLABRA 'COMPACTA'	height 3-14', spread 4-6'
			55	SEA GREEN JUNIPER (SGJ)	JUNIPERUS CHINENSIS 'SEA GREEN'	height 4-6', spread 6-8'
			36	DENSE YEW (DY)	TAXUS x MEDIA DENSIFORMIS	height 3-4', spread 4-6'
	DECIDUOUS		236	FRAGRANT SUMAC (FS)	RHUS AROMATICA	height 2-6', spread 6-10'
			18	PRAIRIE WILLOW (PW)	SALIX HUMILIS	height 3-9', spread 4-8'
			6	BLACKHAW VIBURNUM (BV)	VIBRURNUM PRUNIFOLIUM	height 12-15', spread 6-12'
		TOTAL	400			
GROUND COVER	①		-	SOD - TURF-TYPE FESCUE 2 YO STOCK - 3-WAY BLEND OF IMPROVED KENTUCKY BLUEGRASS (POSPARATENSIS) VARIETIES: NATIVE MIX OF HOUNDOG, REBEL, OR FALCON LEAVE TALL FESCUE (FESCUE ARUNDINADEA), AND RYE (LOLIUM JULTIFLORIUM AND PERENE DOMESTIC) 20% KENTUCKY BLUEGRASS, 70% FINELEAFED TALL FESCUE, 10% RYE		
			-	2'-0" WIDE STRIP ALONG PERIMETER OF BUILDING - RIVER ROCK - PROVIDE SAMPLE FOR APPROVAL - NO GRAVEL SHALL BE USED AS A SUBSTITUTE		

*REFERENCE L1.0 FOR LANDSCAPING SPECIFICATIONS AND DETAILS



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

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STATE OF MISSOURI
CHRISTOPHER LEE HAFNER
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a new development for
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date 06.06.2025
drawn by DAE
checked by DAE
revisions

sheet number
L1.1
drawing type FDP
project number 24082

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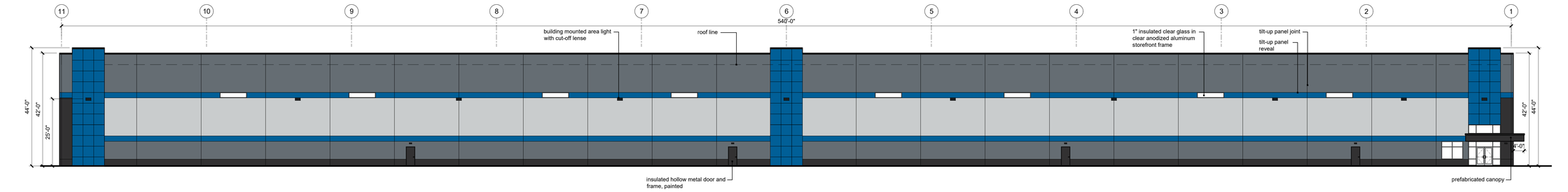
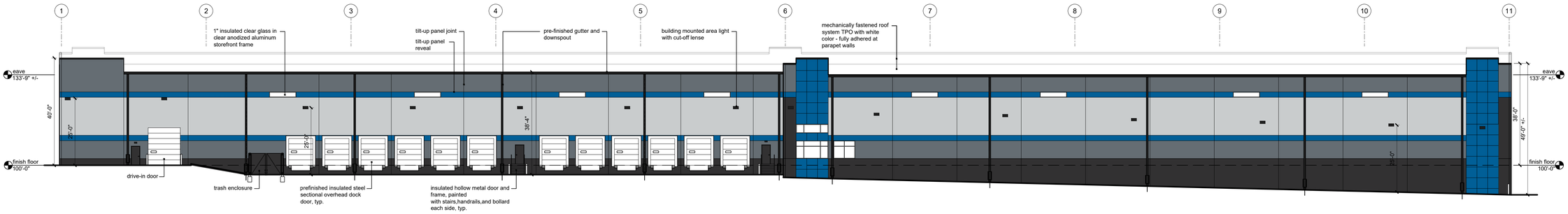


1 East Elevation
scale: 1/16" = 1'-0"



2 West Elevation
scale: 1/16" = 1'-0"

Exterior Materials and Finishes

concrete tilt up panels:

P1 - Sherwin Williams SW6991 Black Magic

P2 - Sherwin Williams SW 7662 Evening Shadow

P3 -Sherwin Williams SW 7665 Wall Street

P4 - Sherwin Williams SW 6965 Hyper Blue

Sherwin Williams ConFlex UltraCrete solvent born coating (medium texture) or by equal manufacturer such as Tex-Cote 300 Ultra-Tex is the basis of design for texture on all concrete panels. Finish paint SW A-100 Exterior Latex Flat or Tex-Cote D.F. Color Cote shall be installed over texture coat per manufacturer's recommendations.

caulk:
Siksflex 2C or equal, caulking colors selected to match adjacent walls

storefront:
anodized aluminum frame, color: clear

glass:
1" insulated clear glass with low-E coating and argon fill

prefinished metal cap flashing, gutters, downspouts, and scuppers:
color: black

canopies:
prefabricated canopy with integral scuppers - 4'-0" deep, color: black

exterior hollow metal doors and frames:
insulated galvanized steel door
painted color P1 - Sherwin Williams SW6991 Black Magic
Pro Industrial High Performance Epoxy, semi-gloss, (1 coat primer, 2 coats paint to cover)

bollards:
galvanized, paint safety yellow

overhead doors:
insulated, steel, sectional overhead door
pre-finished, manufacturer's standard

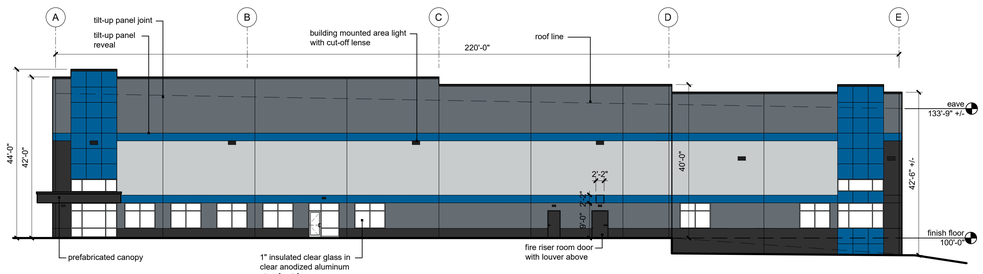
louvers:
pre-finished to match adjacent wall color

dock seals:
dark gray

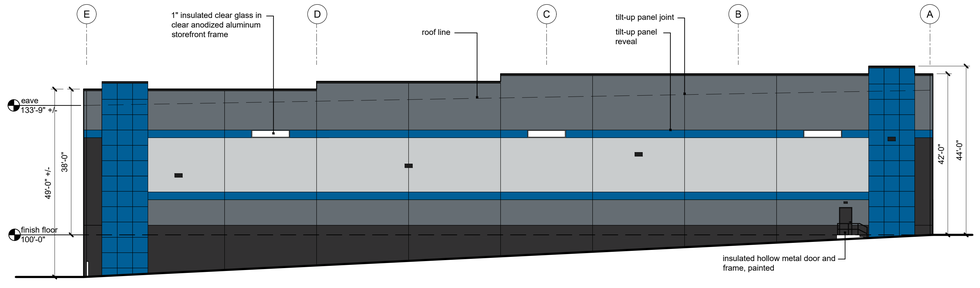
dock levelers:
pre-finished, manufacturer's standard gray

lighting:
area lights: exterior mounted area lights mounted at maximum 25'-0" above grade with cutoff lenses, fixture housing color: black
*photometric available by request

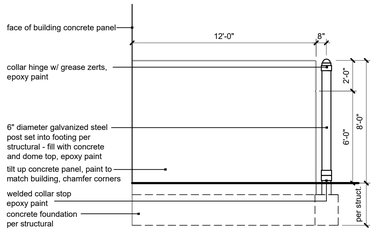
roof:
mechanically fastened roof system TPO with white color - fully adhered at parapet walls



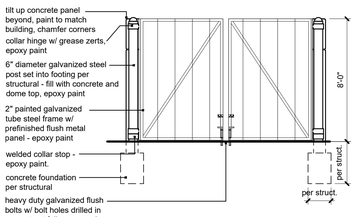
3 North Elevation
scale: 1/16" = 1'-0"



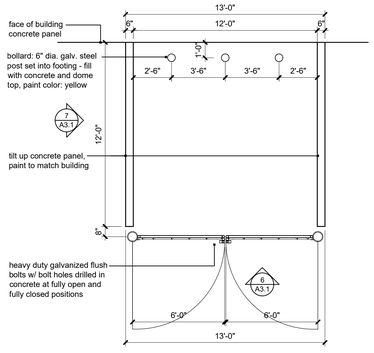
4 South Elevation
scale: 1/16" = 1'-0"



7 Trash Encl. Elev.
scale: 1/4" = 1'-0"



6 Trash Encl. Elev.
scale: 1/4" = 1'-0"



5 Trash Encl. Plan
scale: 1/4" = 1'-0"

STATE OF MISSOURI
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24082

A. PZ Case 25-29FDP: Final Development Plan for US Motor Works, a 102,000 sq. ft. industrial building on 11.5 acres at 3101 NE 69 HWY.

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

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

Commissioner Noland stated that the Commission recently reviewed a development plan application for North Liberty Logistics Park just north of NE 69 Highway from this location, that the proposal included a traffic signal on NE 69 Highway, and asked where that traffic signal would be located in relation to this project. Mr. Peterman stated that one traffic signal is already in place on NE 69 Highway at Heartland Drive, but that the intersection would be improved to accommodate the extension of Heartland Drive northward, and that a new traffic signal would be installed along NE 69 Highway to the southwest of this location.

Commissioner Dilts asked how long it would take emergency services to arrive on the subject property given its limited accessibility, and asked how long it would take individuals within the building to exit in the event of an emergency. Ms. Sharp responded that the Fire Code has specific requirements for points of egress out of large buildings such as this, and that compliance with the Fire Code is confirmed as part of the review of a building permit.

Commissioner Reinier asked where the proposed detention ponds flow in the event that they fill beyond their capacity. Mr. Martinez responded that both stormwater facilities have defined spillways that often go towards the natural drainage areas in the event of an extreme rain event, and that he believes that natural drainage area in this instance does lead to the creek to the west which flows southward into a neighboring property.

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

Luke McIntosh with Davidson Architecture & Engineering, 4301 Indian Creek Parkway, Overland Park, KS, introduced himself to the Commission as the civil engineer for this project. Mr. McIntosh stated the Mr. Martinez explained the stormwater situation well and confirmed that the natural drainage area for this project does lead to the creek to the west of the development.

Commissioner Noland asked why the plan includes two smaller detention ponds. Mr. McIntosh explained that due to site constraints there is not enough space for a single, large detention pond on the property and so they designed two smaller detention ponds instead.

Commissioner Dilts asked how long it would take for individuals within the building to exit during an emergency. Brianna McKenzie with Davidson Architecture & Engineering introduced herself as the architect for this project. Ms. McKenzie stated that per the Fire Code the building is required to have multiple exits, with exterior

doors located between 100 and 150 feet from each other around the perimeter of the structure. Ms. McKenzie added that access onto NE 69 Highway was deemed not feasible by the results of a traffic study, limiting access to the property to the private access easement with the property to the east, which shares ownership with this site. Ms. McKenzie noted that there are at least six fire hydrants proposed around the perimeter of the building as well.

Chairman Rosekrans asked if the commission had any further questions for the applicant or staff.
Seeing none, he asked for a motion.
Action: Commissioner Waterman moved to approve the case as presented in the staff report, Commissioner Holt seconded the motion.

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

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, July 28, 2025 at 7:00 p.m.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR A US MOTOR WORKS, A 102,600 SQ. FT. INDUSTRIAL BUILDING ON 11.49 ACRES, NORTH OF HEARTLAND DR., SOUTH OF US 69 HWY IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for the construction of a 102,600 sq. ft. industrial building for US Motor Works, on 11.49 acres, north of Heartland Dr., south of US 69 Hwy in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on July 8, 2025 and the City Council on July 28 2025; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for the construction of a 102,600 sq. ft. industrial building for US Motor Works, on 11.49 acres, north of Heartland Dr., south of US 69 Hwy in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

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

_____
Greg Canuteson, MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: July 28, 2025

A/R No.: 2025-232

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

Subject: Ordinance approving a Construction Manager at Risk Agreement with McCown Gordon Construction for the City Hall Police Expansion Project #25-014 in an amount not to exceed $15,000.00

Summary:

- City staff released a Request for Qualifications for Construction Manager at Risk (CMAR) firms for pre-construction services, including collaboration with the architect on design and constructability to establish a future Guaranteed Maximum Price (GMP) for the work.
- Coordinate with the City of Liberty and Hoefer Welker Architects to optimize final design and bid packages to obtain the GMP.
- Approve a CMAR agreement with McCown Gordon Construction to proceed with pre-construction services.

Background:

On April 28, 2025, the Liberty City Council approved an architect design contract with Hoefer Welker for the final design of the City Hall Police Expansion Project. The design is expected to be completed by the end of 2025. Construction is anticipated to start in February 2026 with completion by the middle of 2027. City staff have determined that the preferred method for delivering the construction of the project is through a Construction Manager at Risk delivery approach.

The CMAR delivery approach involves hiring a construction manager (CM) early in the design phase to provide pre-construction services, obtain a guaranteed maximum price and then act as the general contractor during construction of the project. This method emphasizes collaboration between the owner, designer, and CM to manage costs, schedule, and overall project execution. Compensation to the CM is through a fixed pre-construction services fee, and then a percentage of the project cost for general conditions, bonding, insurance, and construction management based on the GMP.

City staff released a Request for Qualifications and Price Proposals for CMAR firms for pre-construction services in order to collaborate with the Architect to establish the future GMP for the work. City staff received six responses and short-listed three finalists to be interviewed by a selection committee. The three finalists were McCown Gordon, Newkirk Novak and Crossland Construction. Firms were scored on 85% of their qualifications and 15% on sealed and publicly opened fee price proposals. McCown Gordon Construction was the successful firm and selected as the CM.

City staff will now work with Hoefer Welker to complete the design and collaborate with McCown Gordon to establish a GMP. A future action presented to City Council will approve a GMP contract amendment to the original CMAR agreement once the final

cost of construction is determined.

This action will approve the CMAR agreement with McCown Gordon for pre-construction services and cost percentage fee rates charged as part of the final GMP. The fees can be summarized as follows:

Preconstruction Services:	$15,000	Fixed Fee
Cost Percentage Fees:		
General Conditions Fee	4.5	%
Bonding Fee	0.5	%
Insurance Fee	1.0	%
Construction Management Fee	2.2	%
Total Cost Percentage Fees:	8.2	%

City staff recommends approving a Construction Manager at Risk Agreement with McCown Gordon Construction for the City Hall Police Expansion Project #25-014.

Previous Action (if applicable):

- Council approved Hoefer Welker Design Contract Phase 1 – September 23, 2024
- Voters passed ballot measure approving a 1% sales tax – April 8, 2025
- Council approved Hoefer Welker Design Contract Phase 2 – April 28, 2025
- Council approved OWN Geotechnical Investigation Contract – May 19, 2025
- Council approved Resolution to declare intent to use Bond financing – June 2, 2025

Policy/Committee Review:

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

Financial Considerations:

	Budgeted:	Line Item: Line Item:	Amount: Amount:
		Revenue Line (if applicable):	Amount:
x	**Non-Budgeted**	Line Item: 100.59026.160.00000 Line Item:	Amount: $15,000.00
		Funding Source:	Amount:

Attachments:

1. Ordinance 2025-232 Approve CMAR Agreement McCown Gordon Liberty Police City Hall Addn
2. Liberty PD Expansion to City Hall - CM signed MG
3. Liberty Police Department Expansion Exhibit B Executed

4. Liberty Police Department Expansion Exhibit C Executed
5. COI FOR CITY OF LIBERTY MISSOURI
6. Liberty City Hall Payment and Performance Bond

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONSTRUCTION MANAGER AT RISK (CMAR) AGREEMENT WITH MCCOWN GORDON CONSTRUCTION FOR THE CITY HALL POLICE EXPANSION PROJECT – CITY PROJECT #25-014

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 Construction Management at Risk (CMAR) Agreement by and between the City of Liberty and McCown Gordon Construction for pre-construction services for a FIXED PRE-CONSTRUCTION SERVICES FEE amount of FIFTEEN THOUSAND DOLLARS ($15,000.00), AND 4.5 PERCENT GENERAL CONDITIONS FEE, AND 0.5 PERCENT BONDING FEE, AND 1.0 PERCENT INSURANCE FEE, AND 2.2 PERCENT CONSTRUCTION MANAGEMENT FEE for the Construction Manager at Risk (CMAR) Agreement for the City Hall Police Expansion Project – City Project #24-014, with a future Guaranteed Maximum Price (GMP) construction amount to be determined as a future contract amendment, 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.

_____
MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

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

_____
MAYOR

Docusign Envelope ID: 26BB01A2-5031-4378-B0F9-CC12748528BF

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 18th day of July in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

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

and the Construction Manager:
(Name, legal status, address, and other information)

McCown Gordon Construction
850 Main Street
Kansas City, MO 64105

for the following Project:
(Name, location, and detailed description)

Police Department Expansion to City Hall
Project #25-014
101 E. Kansas Street
Liberty, MO 64068

The Architect:
(Name, legal status, address, and other information)

Hoefer Welker
46 Penn Centre
4622 Pennsylvania Ave.
Suite 1400
Kansas City, MO 64112

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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4 OWNER'S RESPONSIBILITIES

5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

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11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

12 DISPUTE RESOLUTION

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14 MISCELLANEOUS PROVISIONS

15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The City of Liberty, Missouri has selected Hoefer Welker as the architectural firm that will assist the City of Liberty, Missouri in planning, programming and designing the improvements new structures. The selected Construction Manager will work as part of the team with the City of Liberty, Missouri, Staff, Hoefer Welker, and other consultants. It is the desire of the City of Liberty, Missouri, to collaborate and communicate with both the architect and the construction manager to best fulfill the needs of the community project from design phase to building turnover.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The current City Hall is facing significant challenges due to the Police Department being housed in inadequate space, which hampers operational efficiency and staff morale. To address this, an expansion of City Hall is being considered to provide the necessary additional space for the Police Department. Simultaneously, the building's

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aging and maintenance intensive HVAC (heating, ventilation, air conditioning) system is in dire need of an upgrade to a more efficient and modern system. This upgrade would not only improve the comfort and energy efficiency of the existing facility but also ensure that any proposed addition is adequately served, making it a crucial component of the overall project.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

The final amount of the project is unknown until design is complete.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design May 2025 - July 2025
Final Design & Construction Doc's July 2025 - December 2025

.2 Construction commencement date:

Bidding & Construction January 2026 - April 2027

.3 Substantial Completion date or dates:

April 2027

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Sherri McIntyre, PE
City Public Works Director
smcintyre@libertymo.gov
816.439.4501

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John Findlay, PE
City Engineer / Asst. Public Works Director
jfindlay@libertymo.gov
816.439.4507

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Nick Lawler, IAI | NCARB | LEED AP BD+C
Assistant Principal - Hoefer Welker
nick.lawler@hoeferwelker.com
913.307.3700

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Doug Simon, PE
Field Services Div. Leader
OWN
5311 W. Village Parkway
Rogers, AR 72758
dsimon@weareown.com
479.286.8181

.2 Civil Engineer:

N/A - retained by Architect

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Nick Lawler, IAI | NCARB | LEED AP BD+C
Assistant Principal
nick.lawler@hoeferwelker.com
913.307.3871

Ken Henton, AIA | LEED AP | NCARB
Partner
Ken.henton@hoeferwelker.com
913.307.3859

Hoefer Welker
46 Penn Centre
4622 Pennsylvania Ave.
Suite 1400
Kansas City, MO 64112

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

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(List name, address, and other contact information.)

Luke Deets
Vice President – Business Unit Leader
McCown Gordon Construction, LLC
850 Main Street
Kansas City, MO 64105
ldeets@mccowngordon.com
(816) 256-7734

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

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§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of

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commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure

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the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum

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Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2007.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special

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equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and

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interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

$15,000.00 (fixed fee)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

%

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Fees as Percentage of Cost of Work as defined in Attachment C Price Proposal McCown Gordon:
General Conditions Fee: 4.5%

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Bond Fee: 0.5%
Insurance Fee: 1.0%
Construction Management Fee: 2.2%
TOTAL COST PERCENT FEE: **8.2%**

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

To be determined at GMP Amendment

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2007, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2007 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the

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Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are

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provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2007. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

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§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2007.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

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.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

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ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the First day of the Next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2007 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

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.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2007;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2007;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2007.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance

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payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2007. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount

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of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[X] Arbitration pursuant to Article 15 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

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§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2007.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2007.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2007, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2007 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

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.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2007.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2007, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2007. Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General

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Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ 14.3.1.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2007, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

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.3 ~~AIA Document A133™–2019, Exhibit B, Insurance and Bonds Supplemental Conditions~~
.4 AIA Document A201™–2007, General Conditions of the Contract for Construction
.5 Building Information Modeling Exhibit, if completed:

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
City Supplementary Conditions	City of Liberty Supplementary Conditions		6

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Payment Bond
Performance and Maintenance Bond
American Product Requirements
Federal Work Authorization
Anti Discrimination Against Israel Certification
Missouri Prevailing Wage Order No. 32
Price Proposal – McCown Gordon Construction

This Agreement is entered into as of the day and year first written above.

	Signed by: Luke Deets 4D2A476B406E4B8...
OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	Luke Deets Vice President, Business Un *(Printed name and title)*
	DocuSigned by: Ryan Manies 256062CDEFDC4BB...
ATTEST *(Signature)*	**ATTEST** *(Signature)*
(Printed name and title)	Ryan Manies Senior Vice President/General Couns *(Printed name and title)*

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AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Police Department Expansion to City Hall
Project #25-014
101 E. Kansas Street
Liberty, MO 64068

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

Hoefer Welker
46 Penn Centre
4622 Pennsylvania Ave.
Suite 1400
Kansas City, MO 64112

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the

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Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations,

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specifications, certifications, Shop Drawings 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 the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by

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them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

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number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be

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conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts

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previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept

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separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General

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Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against

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loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

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§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days'

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written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;

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.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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Attachment B

CITY SUPPLEMENTARY CONDITIONS
CITY BOND AND OTHER CONTRACT FORMS
MISSOURI PREVAILING WAGE ORDER NO. 32

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CITY OF LIBERTY SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 2 – OWNER

SC-2.1.1.1 Add the following new paragraph immediately after Paragraph 2.1.1:

2.1.1.1 The 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 3 - CONTRACTOR

SC-3.1.4 Add the following new paragraph immediately after paragraph 3.1.3:

3.1.4 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-3.1.5 Add the following new paragraph immediately after the new paragraph 3.1.4:

3.1.5 Regular working hours will be 7:00 AM to 5:00 PM. Work outside of these hours may be performed at the approval of the Owner. Notice of at least 48 hours prior to the start of any proposed off-hours work must be given to the Owner in order to allow adequate time to arrange off-hours access and to allow for notification of affected parties.

SC-3.1.6 Add the following new paragraph immediately after the new paragraph 3.1.5:

3.1.6 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-3.1.7 Add the following new paragraph immediately after the new paragraph 3.1.6:

3.1.7 No Sunday work shall be allowed.

SC-3.6 Delete paragraph 3.6 its entirety and replace with the following:

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3.6 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.

SC-3.18.1 Modify language of the paragraph as follows:

3.18.1 Delete "Architect, Architect's consultants" in the second line and add "third party" before "claims" in the second line, first sentence.

ARTICLE 5 – SUBCONTRACTUAL RELATIONS

SC-5.3 Modify language of the paragraph as follows:

5.3 Delete ", and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the contract documents".

ARTICLE 11 – INSURANCE AND BONDS

SC-11.1.2.1 Add the following new subparagraph immediately after paragraph 11.1.2:

11.1.2.1 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 11.1.2.2 Add the following new paragraph immediately after new subparagraph 11.1.2.1:

11.1.2.2 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:	**Statutory**
Federal, if applicable (e.g., Longshoreman's):	**Statutory**
Employer's Liability:	
Bodily injury, each accident	**$ 505,520**

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2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	**$ 3,370,137**
Products - Completed Operations Aggregate	**$ 3,370,137**
Personal and Advertising Injury With employment exclusion deleted	**$ 3,370,137**
Each Occurrence (Bodily Injury and Property Damage)	**$ 3,370,137**

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Combined Single Limit of	**$ 3,370,137**

4. Excess or Umbrella Liability:

Per Occurrence	**$ 3,370,137**
General Aggregate	**$ 3,370,137**

5. Contractor's Pollution Liability:

Each Occurrence	**$ Not Applicable**
General Aggregate	**$ Not Applicable**

☒ **If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract**

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: None.

7. Contractor's Professional Liability:

Each Claim	**$ 3,370,137**
Annual Aggregate	**$ 3,370,137**

ARTICLE 12 – UNCOVERING AND CORRECTIONS OF WORK

SC-12.2.1.1 Add the following new sub-paragraph immediately after Paragraph 12.2.1:

12.2.1.1 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.

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SC-12.2.2.1.1 Add the following new sub-paragraph immediately after Paragraph 12.2.2.1:

12.2.2.1.1 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 15 – CLAIMS AND DISPUTES

SC-15.1.5.2.1 Delete the paragraph in its entirety and replace with the following:

15.1.5.2.1 During the construction phase of the Project (i.e. after the Date of Commencement) the Construction Manager has included in the Project schedule allowance days of inclement weather per the table below:

January	6 days	May	4 days	September	3 days
February	5 days	June	4 days	October	2 days
March	3 days	July	3 days	November	2 days
April	3 days	August	3 days	December	4 days

The Construction Manager shall document, in writing, to the Owner on a monthly basis all days on which critical path work could not be productively performed due to the effects of inclement weather, in increments of ½ days. Unproductive days in excess of those allowed per month, as listed above, shall constitute an extension of the contract completion date. Construction Manager shall be compensated for additional costs as a result of such time extension. Effects of weather impacts will be calculated and adjustments made to the Contract Price and Time on a monthly basis. Calendar days shall be used as the basis of tracking lost days. There shall be no "carry-over" of anticipated bad weather days from one month to another. By way of example, if August has four (4) scheduled inclement weather days but only has one (1) actual inclement weather day, then the anticipated three (3) extra days do not carry over into September.

SC-15.5 Add the following new paragraphs immediately after paragraph 15.4:

15.5 ATTORNEYS' FEES

15.5.1 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.

SC-16 Add the following new Article and paragraphs immediately after Article 15:

ARTICLE 16 – ADDITIONAL STATE OF MISSOURI CONTRACT REQUIREMENTS

SC-16.1 Add the following new paragraph:

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16.1 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-16.2 Add the following new paragraph:

16.2 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-16.3 Add the following new paragraph:

16.3 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 applicant's current valid driver's license.

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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

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
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.

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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

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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:

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PERFORMANCE AND MAINTENANCE BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

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

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

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

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

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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 one (1) 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 one (1) 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.

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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:

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EXHIBIT A

AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODOTIES

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

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

2.01 The requirements of this form are not required when:

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

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

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

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

Docusign Envelope ID: 26BB01A2-5031-4378-B0F9-CC12748528BF

EXHIBIT B

FEDERAL WORK AUTHORIZATION

STATE OF MISSOURI)
) ss
COUNTY OF _____)

AFFIDAVIT

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

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

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

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

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

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

BEFORE ME, the undersigned authority, personally appeared _____

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

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

_____hereinafter "Contractor"), whose business address is

_____, and I am authorized to make this Affidavit.

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

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

_____

_____

_____

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

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

Further, Affiant saith not.

_____
(SIGNATURE)

_____
[printed name], Affiant

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

_____
Notary Public State of Missouri

My Commission Expires: _____

Docusign Envelope ID: 26BB01A2-5031-4378-B0F9-CC12748528BF

Commissioned in _____ County

Commission #: _____

PLEASE NOTE:

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

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

Docusign Envelope ID: 26BB01A2-5031-4378-B0F9-CC12748528BF

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]

Docusign Envelope ID: 26BB01A2-5031-4378-B0F9-CC12748528BF

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.

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Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 32

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
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

Docusign Envelope ID: 26BB01A2-5031-4378-B0F9-CC12748528BF

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$74.08
Boilermaker	$36.40*
Bricklayer-Stone Mason	$64.33
Carpenter	**$66.73**
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$56.22
Plasterer	
Communication Technician	$63.19
Electrician (Inside Wireman)	$72.26
Electrician Outside Lineman	$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$36.40*
Glazier	$59.01
Ironworker	$72.20
Laborer	$51.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$57.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$66.56
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$36.40*
Plumber	$81.51
Pipe Fitter	
Roofer	$60.78
Sheet Metal Worker	$78.40
Sprinkler Fitter	$70.79
Truck Driver	$59.41
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.

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Heavy Construction Rates for
CLAY County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$67.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$52.71
General Laborer	
Skilled Laborer	
Operating Engineer	$54.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$52.62
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.

Docusign Envelope ID: 26BB01A2-5031-4378-B0F9-CC12748528BF

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.

Docusign Envelope ID: 26BB01A2-5031-4378-B0F9-CC12748528BF

Attachment C

PRICE PROPOSAL FORM - MCCOWN GORDON CONSTRUCITON

Docusign Envelope ID: 26BB01A2-5031-4378-B0F9-CC12748528BF

The City of Liberty

PRICE PROPOSAL FORM

CONSTRUCTION MANAGER AT RISK
POLICE DEPARTMENT EXPANSION TO CITY HALL - PROJECT #25-014

Preconstruction Services:	$ 15,000	Fixed Fee
Cost Percentage Fees:		
a. General Conditions Fee	4.50	%
b. Bonding Fee	0.50	%
c. Insurance Fee	1.0	%
d. Construction Management Fee	2.20	%
Total Cost Percentage Fees: (a + b + c + d = % Total)	8.20	% Total

Price Proposal scoring (15 points total):

- Preconstruction Services Fixed Fee (3 points): 3 points awarded to lowest Fixed Fee, 2 points to second place, 1 point to third place.
- Total Cost Percentage Fee (12 points): 12 points awarded to firm with lowest % Total fee. Other firms receive one point deducted for each whole percentage point off the lowest firm total percentage.

The Price Proposal form shall be completed in its entirety. Incomplete or unbalanced Price Proposals may be considered non-responsive and the CMR candidate may be eliminated from further consideration.

Sealed Price Proposals will be opened and evaluated for short-listed firms only and opened publicly at 2:00 pm CDT on Tuesday, July 15, 2025 in the City Council Chambers, 2nd Floor Liberty City Hall, 101 E. Kansas Street, Liberty, MO 64068.

EXHIBIT B

FEDERAL WORK AUTHORIZATION

STATE OF MISSOURI)
) ss
COUNTY OF _____)

AFFIDAVIT

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

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

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

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

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

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

BEFORE ME, the undersigned authority, personally appeared _____

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

1. My name is LUKE DEETS and I am currently the ~~President~~ VICE PRESIDENT of McCOWN GOODRICH CONSTRUCTION hereinafter "Contractor"), whose business address is 850 MAIN STREET, KANSAS CITY, MISSOURI, and I am authorized to make this Affidavit.

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

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

THE CITY OF LIBERTY

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)

WKE DEERS

[printed name], Affiant

Subscribed and sworn to before me this 18th day of July, 2025

JENNA METZINGER
My Commission Expires
09-10-2028
NOTARY SEAL
Platte
County
Commission # 24203042
NOTARY PUBLIC - STATE OF MISSOURI

Jenna D. Metz

Notary Public State of Missouri

My Commission Expires: 09-10-2028

Commissioned in _____ County

Commission #: _____

PLEASE NOTE:

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

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

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:

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

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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]

LUKE DEETS
Print Name VICE PRESIDENT, BUSINESS UNIT LEADER

Its: _____
[list title]

EXHIBIT B

FEDERAL WORK AUTHORIZATION

STATE OF MISSOURI)
) ss
COUNTY OF _____)

AFFIDAVIT

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

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KNOWINGLY:
A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
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BEFORE ME, the undersigned authority, personally appeared _____

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

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THE CITY OF LIBERTY

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Further, Affiant saith not.

(SIGNATURE)

WKE DEERS

[printed name], Affiant

Subscribed and sworn to before me this 18th day of July, 2025

JENNA METZINGER
My Commission Expires
09-10-2028
NOTARY SEAL
Platte
County
Commission # 24203042
NOTARY PUBLIC - STATE OF MISSOURI

Jenna D. Metz

Notary Public State of Missouri

My Commission Expires: 09-10-2028

Commissioned in _____ County

Commission #: _____

PLEASE NOTE:

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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."

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CONTRACTOR

By: _____
[signature]

LUKE DEETS
Print Name

VICE PRESIDENT, BUSINESS UNIT LEADER
Its: _____
[list title]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/1/2025 7/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1472574 MCCOWNGORDON CONSTRUCTION 850 MAIN STREET KANSAS CITY MO 64105	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Casualty Ins Co of America — 19046 **INSURER B :** Travelers Property Casualty Company of America — 25674 **INSURER C :** Pacific Insurance Company, Ltd. — 10046 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22183405 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	VTC2KCO2793C179TIL24	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	VTJ-CAP-2793C180-TIL-24	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	N	Y	CUP2794C140-24-25	11/1/2024	11/1/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UBA3100061-24-25-K	11/1/2024	11/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	POLLUTION & PROFESSIONAL LIAB	N	N	37CPIAA1104	4/30/2025	4/30/2026	$10M OCC/ $10M AGG, PROF $100K DED, POLL $25K DED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT # 25-014 - POLICE DEPARTMENT EXPANSION TO CITY HALL - 101 E. KANSAS STREET, LIBERTY, MO 64068.

SEE ATTACHED

CERTIFICATE HOLDER

22183405
CITY OF LIBERTY, MISSOURI
101 E. KANSAS STREET
LIBERTY, MO 64068

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF LIBERTY, MISSOURI, ENGINEER, THE HOEFER WELKER AND THE ARCHITECT'S CONSULTANTS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY, FOR ONGOING AND COMPLETED OPERATIONS, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSUREDS APPLIES AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY, EXCESS/ UMBRELLA LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

PROFESSIONAL LIABILITY:
$10,000,000 EACH CLAIM
$10,000,000 AGGREGATE
$100,000 SELF INSURED RETENTION

POLLUTION:
$10,000,000 EACH CLAIM
$10,000,000 AGGREGATE
$25,000 SELF INSURED RETENTION

$15,000,000 POLICY AGGREGATE APPLIES FOR PROFESSIONAL LIABILITY & POLLUTION

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R3 (00) -

POLICY NUMBER: UBA3100061-24-25-K

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX — CONDITIONS :
Notice Of Cancellation To Designated Persons Or Organizations
If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.
You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:
BMO HARRIS BANK N.A., AS AGENT, ITS SUCCESSORS &/OR ASSIGNS
ATTN: ACCOUNT MANAGER FOR MCCOWNGO-RDON CONSTRUCTION 115 S. LASALLE ST CHICAGO, IL 60603

Number of Days Notice
30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

POLICY NUMBER: VTC2KCO2793C179TIL24

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to SECTION II — WHO IS AN INSURED:
Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:
a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury' caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
The insurance provided to such additional insured is subject to the following provisions:
a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III — Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:
Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
(b) Supervisory, inspection, architectural or engineering activities.
(2) Any "bodily injury' or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
c. The additional insured must comply with the following duties:
(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
(a) How, when and where the "occurrence" or offense took place;
(b) The names and addresses of any injured persons and witnesses; and
(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and
(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit', cooperate with us in the investigation or settlement of the claim or defense against the "suit', and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV — Commercial General Liability Conditions..

CG D2 46 04 19

POLICY NUMBER: VTC2KCO2793C179TIL24

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED. IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD. TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT. PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

GENERAL AGGREGATE LIMIT SHOWN ON THE DECLARATIONS

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expense caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.

2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A., except damaged because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C, regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits"

3. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule ablve.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable

Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

1. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Part 2. of SECTION III - LIMITS OF INSURANCE is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Damages under Coverage B; and

b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the SCHEDULE above.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of SECTION III - LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

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WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

POLICY NUMBER: UBA3100061-24-25-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

POLICY NUMBER: VTJ-CAP-2793C180-TIL-24

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE — This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS

F. HIRED AUTO — LIMITED WORLDWIDE COVERAGE — INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE — GLASS

H. **HIRED AUTO PHYSICAL DAMAGE — LOSS OF USE — INCREASED LIMIT**

I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES — INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II — COVERED AUTOS LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured,** of **SECTION II — COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II.**

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II — COVERED AUTOS LIABILITY COVERAGE:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance,** of **SECTION IV — BUSINESS AUTO CONDITIONS:**

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II — COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2),** of **SECTION II — COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4),** of **SECTION II — COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO — LIMITED WORLDWIDE COVERAGE — INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory,** of **SECTION IV — BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II — COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II — COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE — GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE — LOSS OF USE — INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES — INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.,** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.,** of **SECTION IV — BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV — BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV — BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

CA T3 53 02 15

Bond No. 9484858

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

McCown Gordon Construction, L.L.C.
850 Main St.
Kansas City, MO 64105

SURETY:
(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

CONSTRUCTION CONTRACT
Date:

Amount: $ 15,000.00 Fifteen Thousand Dollars and 00/100

Description:
(Name and location)

Police Department Expansion to City Hall, Project #25-014, 101 E. Kansas Street, Liberty, MO 64068 - PRECON

BOND
Date:

(Not earlier than Construction Contract Date)

Amount: $ 15,000.00 Fifteen Thousand Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

McCown Gordon Construction, L.L.C.

Signature: Placek

Name and Title: JEFFREY P. PLACEK CFO

SURETY

Company: *(Corporate Seal)*

Fidelity and Deposit Company of Maryland

Signature:

Name and Title: Tahitia M. Fry
Attorney-in-Fact
Surety Phone No. 847-605-6000

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890 Illinois

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Founders Series of Lockton Companies, LLC
444 W. 47th Street, Suite 900
Kansas City, MO 64112-1906
816-960-9000

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Hoefer Welker
46 Penn Centre, 4622 Pennsylvania Ave., Suite 1400
Kansas City, MO 64112

S-1852/AS 8/10

§ 7 If the Surety elects to act under Section 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

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.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 Section 5; and
.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 Section 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 period of limitation 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 to the Contractor of 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

S-1852/AS 8/10

Bond No. 9484858

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

McCown Gordon Construction, L.L.C.
850 Main St.
Kansas City, MO 64105

SURETY:
(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

CONSTRUCTION CONTRACT
Date:

Amount: $ 15,000.00 Fifteen Thousand Dollars and 00/100

Description:
(Name and location)
Police Department Expansion to City Hall, Project #25-014, 101 E. Kansas Street, Liberty, MO 64068 - PRECON

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $ 15,000.00 Fifteen Thousand Dollars and 00/100

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

McCown Gordon Construction, L.L.C.

Signature: _____
Name and Title: JEFFREY A. PLACEK CFO

SURETY
Company: *(Corporate Seal)*

Fidelity and Deposit Company of Maryland

Signature: _____
Name and Title: Tahitia M. Fry
Attorney-in-Fact
Surety Phone No. 847-605-6000

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890 Illinois

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Founders Series of Lockton Companies, LLC
444 W. 47th Street, Suite 900
Kansas City, MO 64112-1906
816-960-9000

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Hoefer Welker
46 Penn Centre, 4622 Pennsylvania Ave., Suite 1400
Kansas City, MO 64112

S-2149/AS 8/10

§ 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 Section 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 Section 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,

.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

.2 have sent a Claim to the Surety (at the address described in Section 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 Section 13).

§ 6 If a notice of non-payment required by Section 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 Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 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 Section 7.1 or Section 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 Section 7.1 or Section 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 Section 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 Section 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 request 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 "labor, materials or equipment" that part of 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 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

S-2149/AS 8/10

Bond No. 9484858

Obligee: City of Liberty, Missouri

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Tahitia M. Fry, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of February, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Matson
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: July 28, 2025

A/R No.: 2025-237

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: Resolution adopting a Safe Streets for All Comprehensive Safety Action Plan and a Vision Zero Goal from HDR Engineering with a target date of July 31, 2045

Summary:

Resolution accepting a Safe Streets for All Comprehensive Safety Action Plan and a Vision Zero Goal for the City of Liberty

Background:

The City of Liberty applied for and was awarded Safe Streets for All (SS4A) grant funding to support the development of an SS4A Comprehensive Safety Action Plan (CSAP) in 2023.

Since that time, the City of Liberty and HDR Engineering have developed a CSAP, which meets the grant guidelines provided by the United States Department of Transportation (USDOT). Attached to this report are the following documents:

- Comprehensive Safety Action Plan
  - Appendix A - Detailed Action Plan
  - Appendix B - Citywide Crash Data Analysis
  - Appendix C - Community Engagement Report
  - Appendix D - Safe System Approach Strategies

As part of the formal agreement with USDOT, which was accepted by the City through Ordinance No. 11916, the City shall, in addition to adopting the CSAP, establish a "Vision Zero" goal of zero roadway fatalities and serious injuries with an established target date.

Staff recommends acceptance of a Resolution adopting a Safe Streets for All Comprehensive Safety Action Plan as developed by HDR Engineering Inc. and a Vision Zero Goal with a target date of July 31, 2045.

Previous Action (if applicable):

- The Citizen Sales Tax Oversight Committee determined the project meets voter intent on 05/11/23
- Ordinance 11802 approved a contract with HDR on 08/14/23
- Ordinance 11916 approved an SS4A Grant Funding agreement with the U.S. Department of Transportation on 04/08/24
- Ordinance 11928 approved a contract amendment with HDR for the development of an SS4A CSAP on 05/13/24

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: 05/11/23
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
	Other:	Completed/Recommended:

Financial Considerations:

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

Attachments:

1. Resolution adopting a Safe Streets for All Comprehensive Safety Action Plan
2. APPENDIX B_Citywide Crash Data Analysis
3. APPENDIX C_Community Engagement Report
4. APPENDIX D_Safe System Approach Strategies
5. City of Liberty_SS4A Comprehensive Safety Action Plan
6. APPENDIX A_Detailed Action Plan

RESOLUTION NO._____

RESOLUTION ADOPTING A SAFE STREETS FOR ALL COMPREHENSIVE SAFETY ACTION PLAN AND A VISION ZERO GOAL WITH A TARGET DATE OF JULY 31, 2045

WHEREAS, the Safe Streets for All Comprehensive Safety Action Plan has been developed by HDR Engineering Inc. and

WHEREAS, the Safe Streets for All Comprehensive Safety Action Plan has been developed in accordance with the guidance and direction of the City of Liberty and in conformity with United States Department of Transportation guidelines and

WHEREAS, the City of Liberty has resolved to establish “Vision Zero” goal of zero roadway fatalities and serious injuries by July 31, 2045;

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby adopt both the Comprehensive Safety Action Plan as developed by HDR Engineering Inc. and a Vision Zero Goal with a target date of July 31, 2045;

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

_____
GREG CANUTESON, MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

LIBERTY, MO
COMPREHENSIVE SAFETY ACTION PLAN

APPENDIX B:

Citywide Crash Data Analysis

Comprehensive Safety Action Plan

City of Liberty, Missouri

July 2025

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Introduction

The City of Liberty is committed to creating safe streets for everyone in the community. Through the development of the Liberty Comprehensive Safety Action Plan (CSAP), the City is ensuring all road users, no matter their travel mode, are safe on Liberty streets. This includes people who walk, roll, scoot, bike, take public transportation, and drive. Everyone deserves to travel safely and accessibly in or through Liberty.

To support the City's goals to improve roadway safety, the CSAP project team followed a structured planning approach, conducted a thorough safety analysis, and set measurable action steps to reduce fatal and serious injury crashes. Engagement and collaboration with community members and city officials was also essential in developing the CSAP.

This document, Appendix B: Citywide Crash Data Analysis, details the findings gathered during the safety analysis portion of the CSAP development. The findings from this analysis, in conjunction with community engagement feedback, were used to identify key needs and safety concerns in the community. This allowed the project team to develop a comprehensive set of infrastructure projects and countermeasures to specifically address these needs in order to create safer streets for everyone in Liberty.

Methodology

The City of Liberty developed the Citywide Crash Data Analysis using official crash data from the Missouri Department of Transportation (MoDOT). The crash dataset includes all minor injury, serious injury, suspected serious injury, and fatal crashes in Liberty from the years 2013 through 2022. This collective set of crashes are also referred to as "fatal and injury crashes" or "crashes" throughout the document.

Please note, suspected serious injury crashes were combined with serious injury crashes for the purposes of this data analysis. Suspected serious injury is the official title assigned to this type of crash, which was previously known as serious injury crashes before updated federal guidance was released.

Non-injury crashes and property-damage-only crashes were also excluded from the data set. Additionally, crashes located on the segment of Interstate-35 (I-35) within the project study area and the I-35 entrance/exit ramps were excluded from the data as well.

This analysis includes a compilation of various safety analyses, including a crash trend analysis, High Injury Network (HIN) analysis, systemic risk assessment, and a High Risk Network (HRN) analysis. Trends are observed over the 10-year period from 2013 to 2022 and over a more recent 5-year period from 2018 to 2022. The time period used for each finding is indicated within the text and/or charts.

Minor injury crashes refer to those with reported injuries at the scene of a crash other than serious injuries or fatalities. Examples may include bruises, minor lacerations, or sprains.

Serious injury crashes refer to those with reported injuries that typically require medical care or treatment, such as broken bones, or amputations.

Safety Overview

Since 2013, crashes have decreased in Liberty by more than 30%. Yet, in 2022 there were still a significant number of crashes occurring on Liberty roadways. That year alone, the city had a combined total of 124 fatal, serious injury, and minor injury traffic crashes. In recent years, **more than 70% of fatal and injury crashes** have happened on **less than 10% of the streets** in Liberty. Additionally, there have been several streets identified as *higher-risk streets*. These streets have a **crash risk that is 55 times higher** than streets identified as lower-risk streets. Higher-risk streets in Liberty are typically the major streets with higher volumes of traffic and higher speed limits.

Table 1 | Top 10 Streets for Fatal and Injury Crashes in Liberty (2013-2022)

Street Name	Count of Crashes
Kansas Street	433
MO-291	394
N Lightburne Street	40
W Liberty Drive	38
S Liberty Drive	33
South Liberty Parkway	32
E Mill Street	20
Conistor Lane	12
E Old State Route 210	4
Forest Lane/Sunset Avenue/ W Mills Street	3

In Liberty, most road users are engaging in responsible behavior, but a small percentage of outliers continue to engage in careless behaviors. Specifically, **aggressive driving and speeding** continue to be highly cited by Liberty's law enforcement. These behaviors put everyone at risk in the community, but especially **young people (with 16 to 22-year-olds being the highest number of users involved in crashes), motorcyclists, bicyclists, and pedestrians**. All of whom experience an elevated risk of death and injury due to traffic crashes on Liberty roadways.

Crash Trends

In Liberty between the years 2013 to 2022, there were **1,520 total fatal and injury traffic crashes**. Among these crashes, there have been:

- **Nine fatal crashes**
- **161 crashes resulting in serious injuries**
- **1,350 crashes resulting in minor injuries**

These crashes have also contributed to an estimated **$455 million in costs to society**.

Overall, crashes in Liberty have decreased by 31 percent between the years 2013 and 2022. However, the number of annual crashes increased between 2014 and 2018, with a peak of 178 crashes in 2018. There was a sharp decline in the annual total number of crashes experienced in 2020. This may be related to the COVID-19 pandemic and public health *stay-at-home* orders, and a cultural shift to remote learning and working schedules.

The crashes highlighted in Liberty's crash data mostly consist of those that resulted in injuries, specifically minor injuries. The number of fatal crashes each year remains relatively stable, with no more than two occurring in any given year.

Figure 1 | Total Crashes by Year (2013-2022)

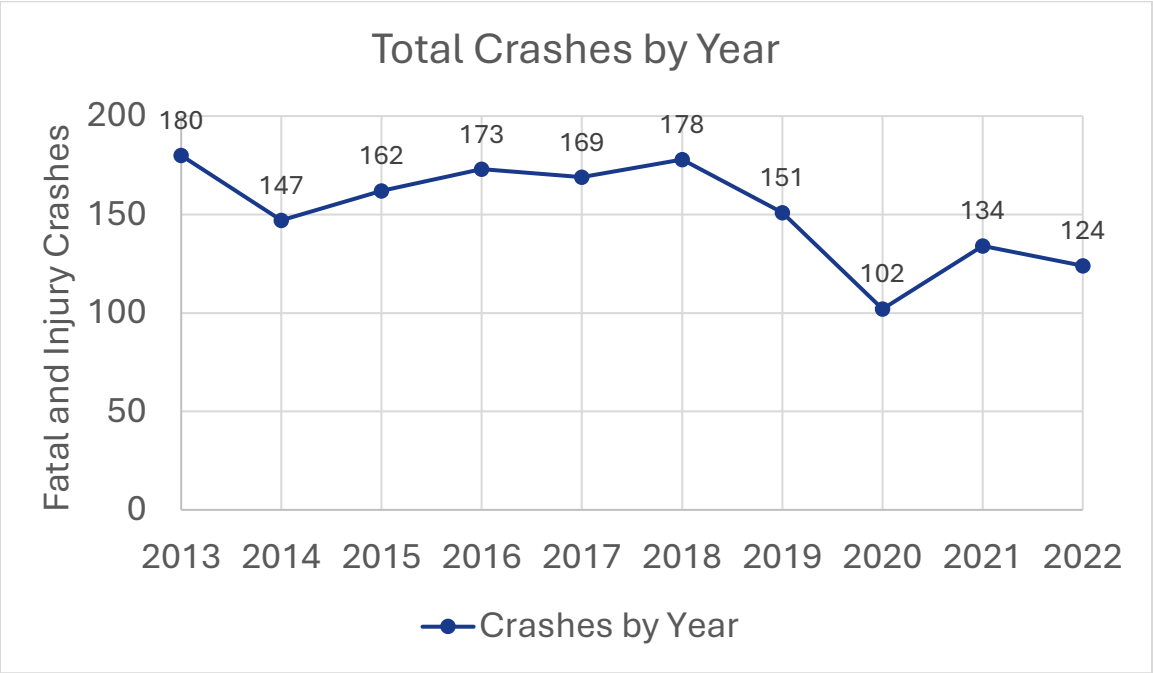


Figure 2 | Total Number of Fatal Crashes by Year (2013-2022)

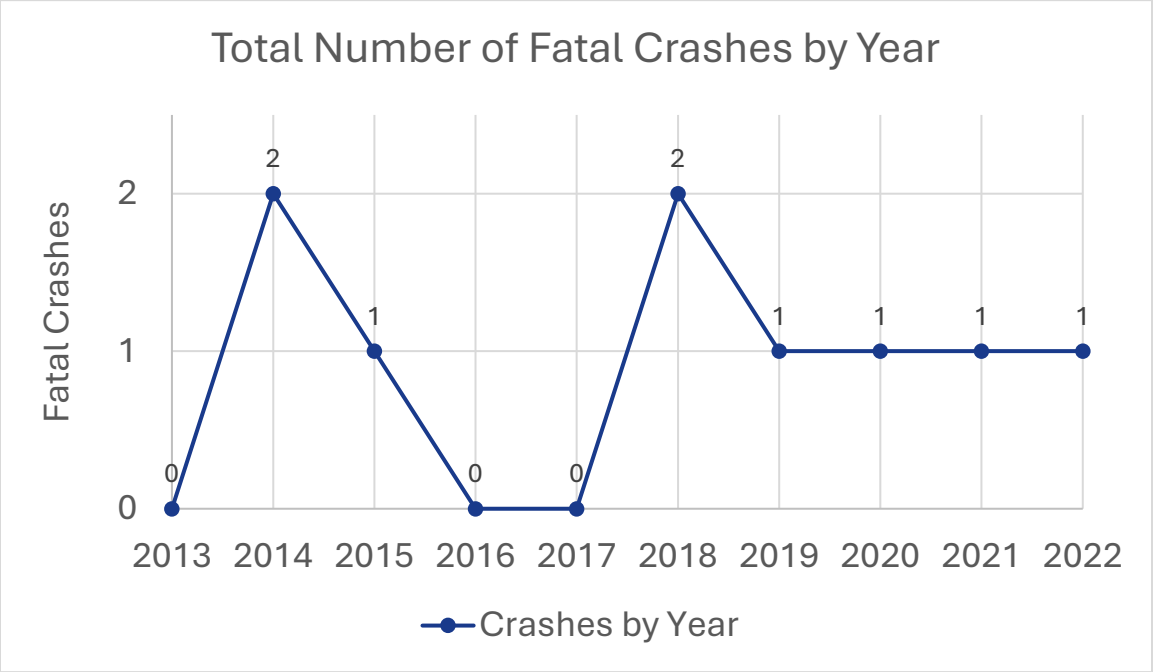
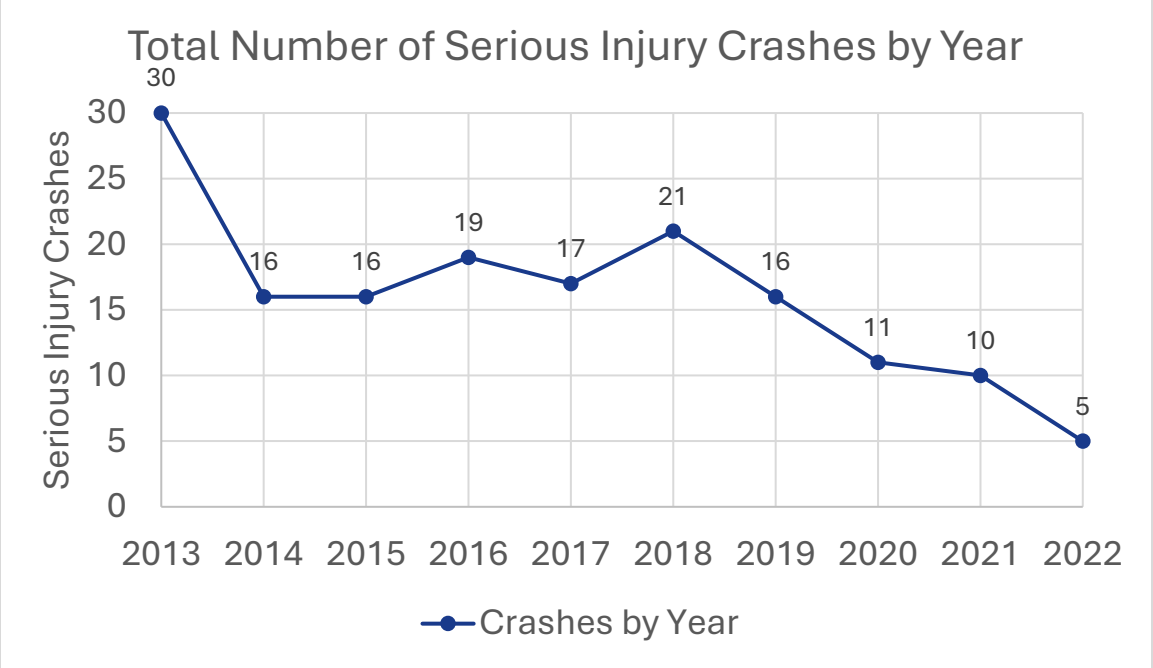


Figure 3 | Total Number of Serious Injury Crashes by Year (2013-2022)



Crash Locations

Crashes do not occur consistently throughout the transportation network. They are concentrated on certain roadway corridors at higher levels than others. In Liberty, more than **70% of the crashes resulting in fatalities and/or injuries have occurred on less than 10% of the street miles in the city**. These corridors include many of the major arterial roads in the area. Several include:

- Kansas Street
- MO-291
- N Lightburne Street
- W Liberty Drive
- S Liberty Drive
- South Liberty Parkway
- E Mill Street

The High Injury Network (HIN) represents the corridors where the highest concentration of people who have been killed and injured in traffic crashes occurred. These corridors are identified on the HIN map on the next page. A map of all crash locations in more recent years from 2018 to 2022 is provided on the following page.

Figure 4 | Liberty High Injury Network Map

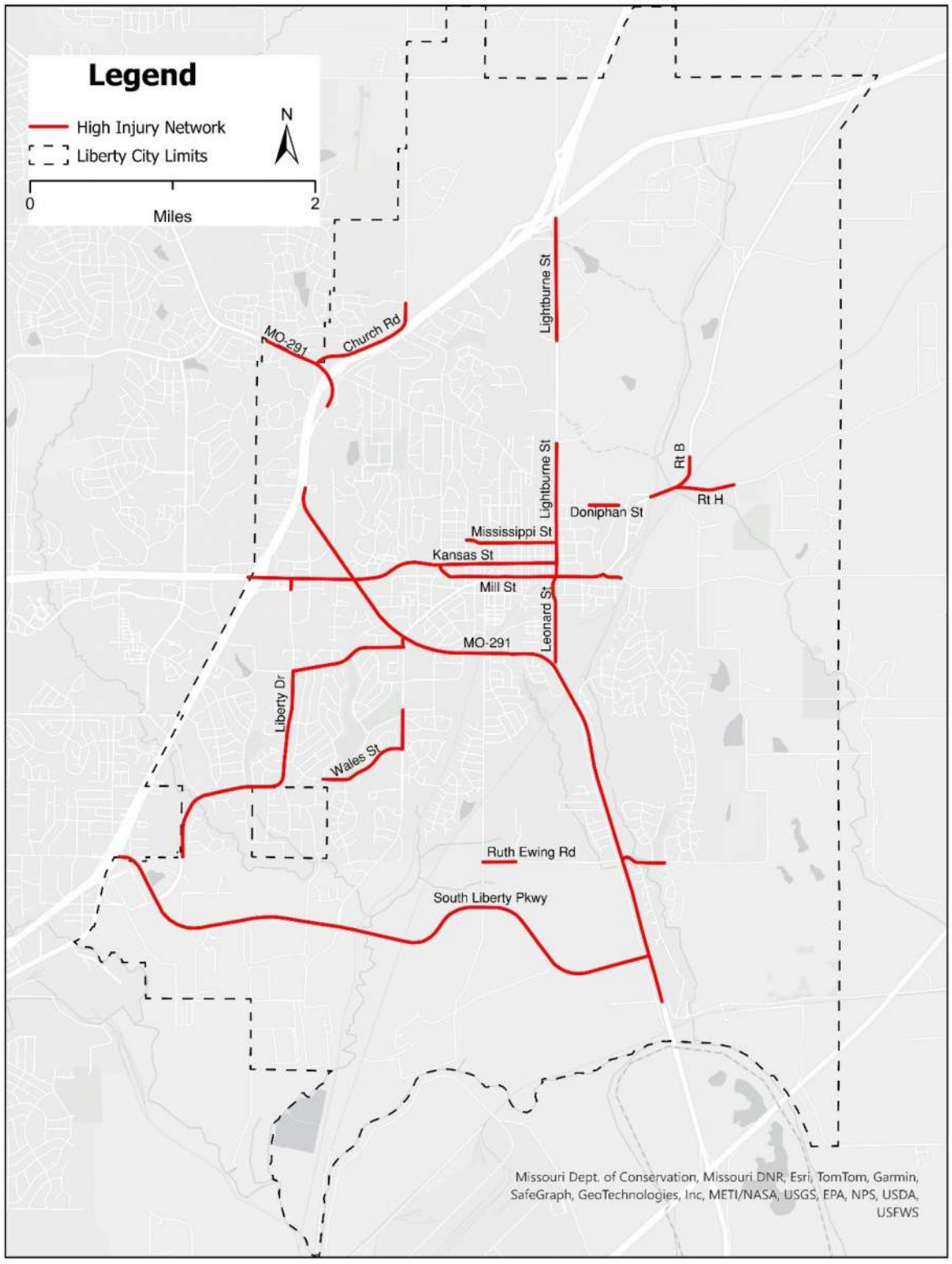
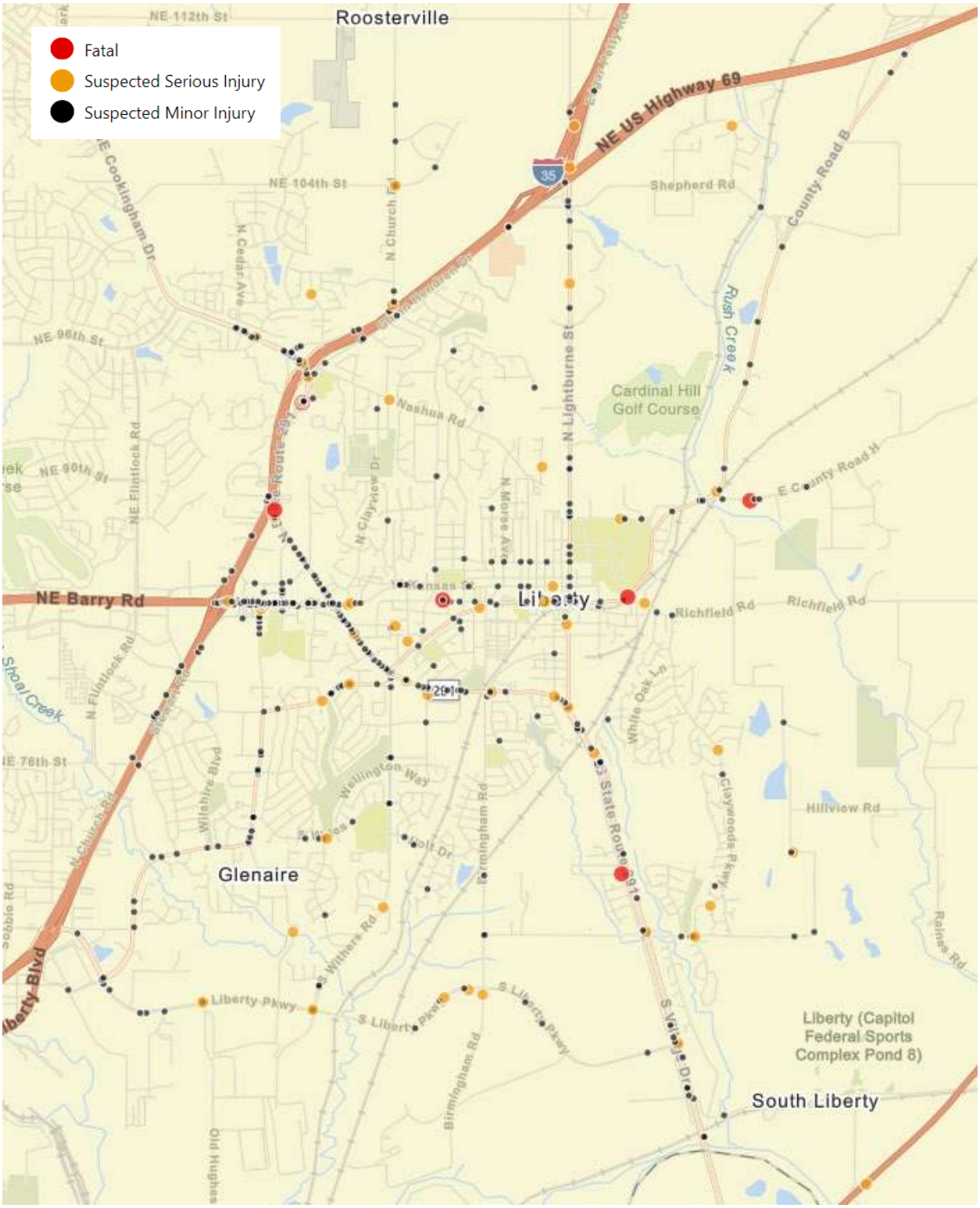


Figure 5 | All Crash Locations Map (2018-2022)



Between 2018 to 2022, more than half of all crashes (69 percent) occurred at intersections. During that same period, a vast majority of crashes in Liberty did not involve fixed objects (e.g., a fire hydrant or utility pole). Additionally, most crashes did not occur on curved roads. Specifically, more than 80 percent of crashes occurred while drivers were on a straight road.

Figure 6 | Crashes Occurring at Intersections (2018-2022)

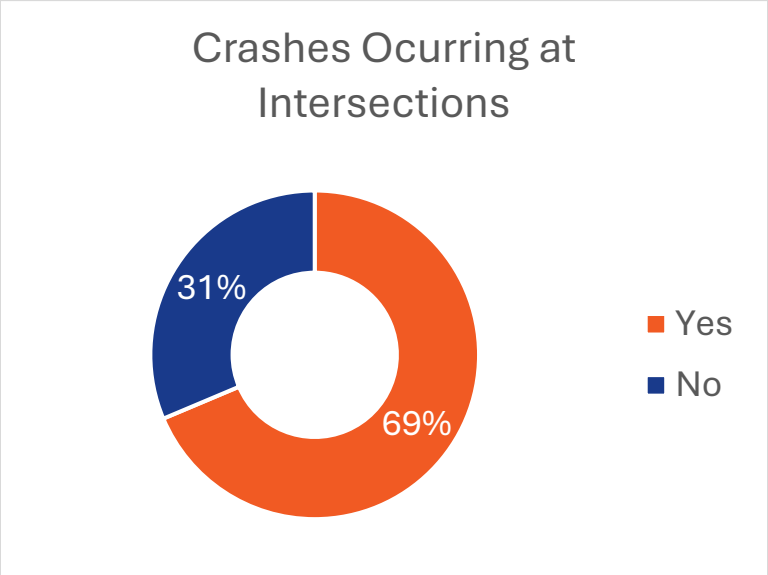


Figure 7 | Crashes Involving Fixed Objects (2018-2022)

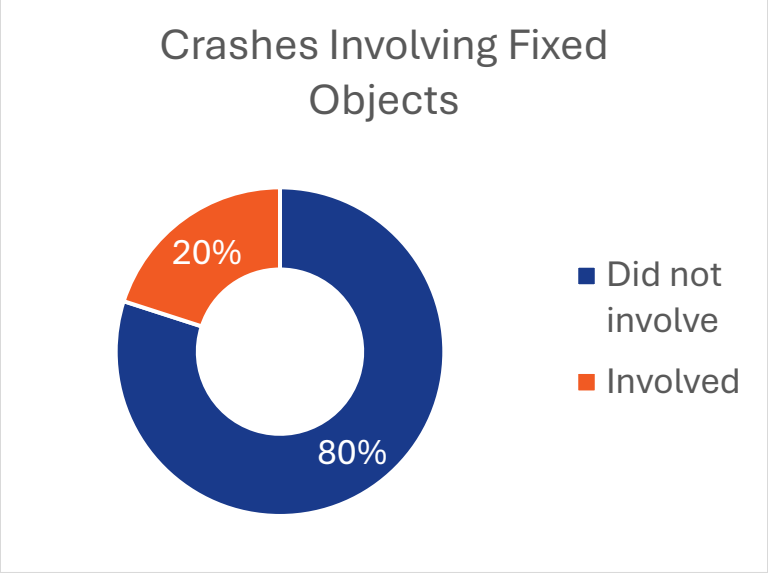
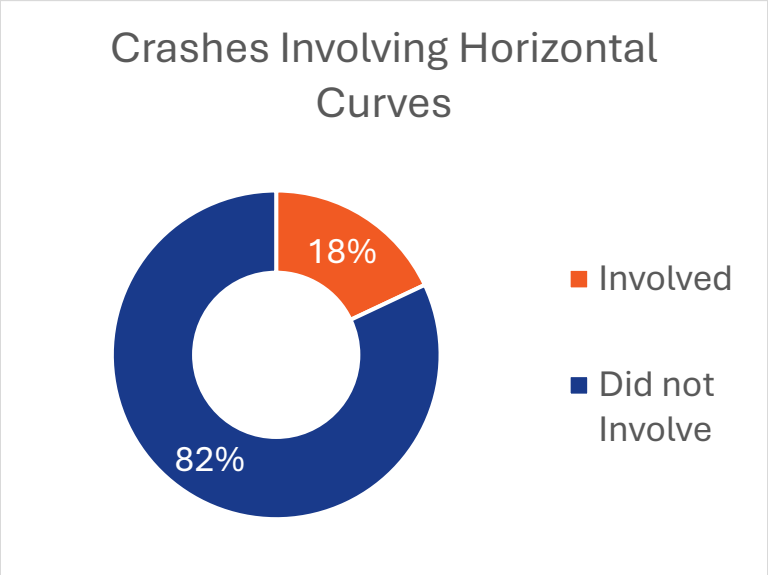


Figure 8 | Crashes Involving Horizontal Curves (2018-2022)



Systemic Risk Assessment

Certain aspects of a roadway's configuration, the land use context in which it exists, and the usage influence the risk of severe crashes occurring on the roadway. This systemic risk assessment compares various factors by the number of fatal and injury crashes per mile.

The average number of crashes per mile in Liberty is 0.74 crashes per mile per year. Any street configuration with a higher number of crashes per mile has an elevated risk of severe crashes, and any street configuration with a lower number of crashes per mile has a lower risk of severe crashes than average.

Liberty's higher-risk streets have crash rates that are **more than 55 times higher** than the crash rate on lower-risk streets. The streets include segments on **Kansas Street, MO-291, Mill Street, and Liberty Drive**. The higher-risk segments are highlighted in red on the map below. The tables following the map show the proportion of roads compared to the proportion of fatal and injury crashes and the crash rate per mile on the three risk classifications.

Figure 9 | Liberty High Risk Network Map

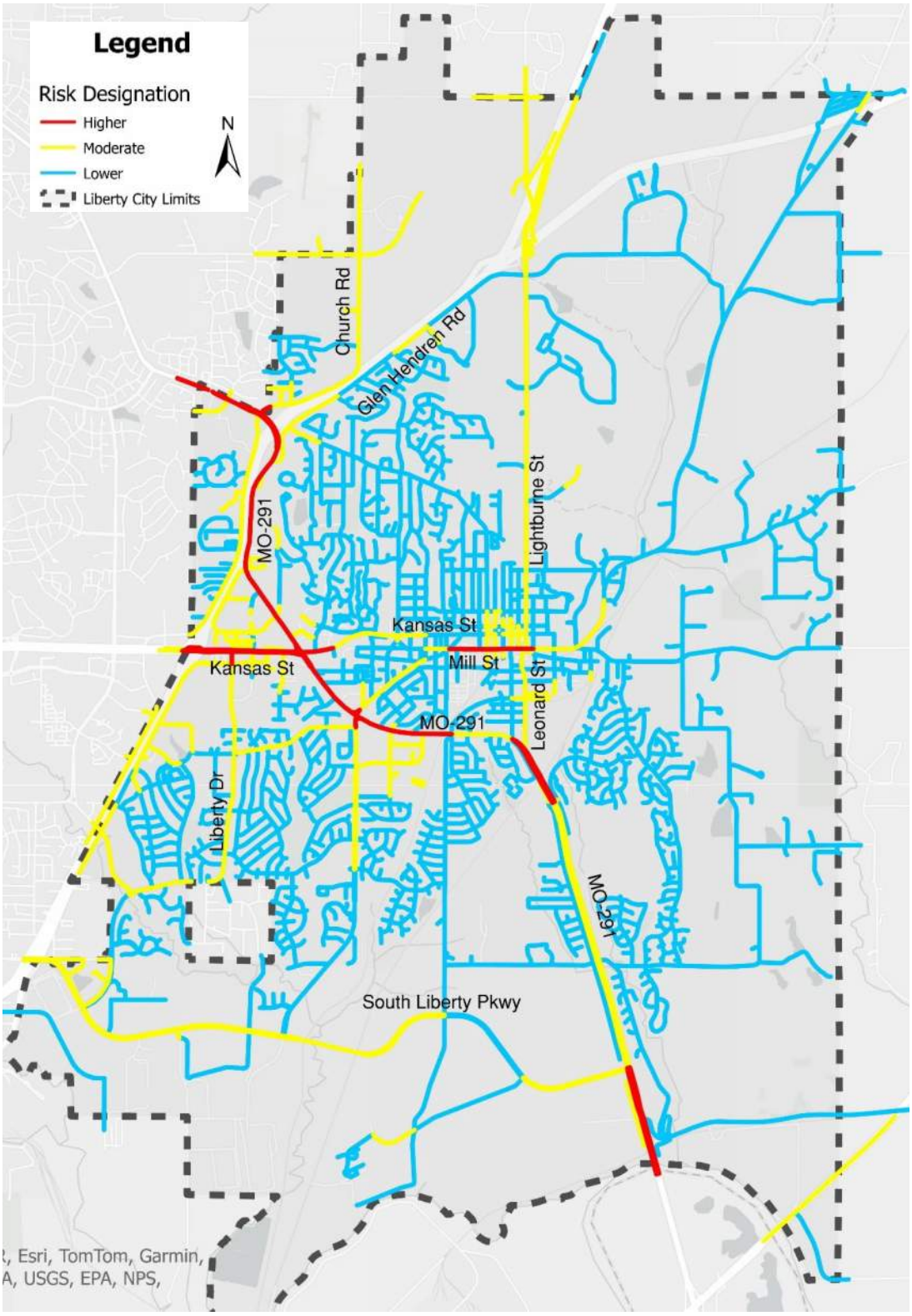


Figure 10 | Percent of Road Miles and Crashes by Risk Designation (2013-2022)

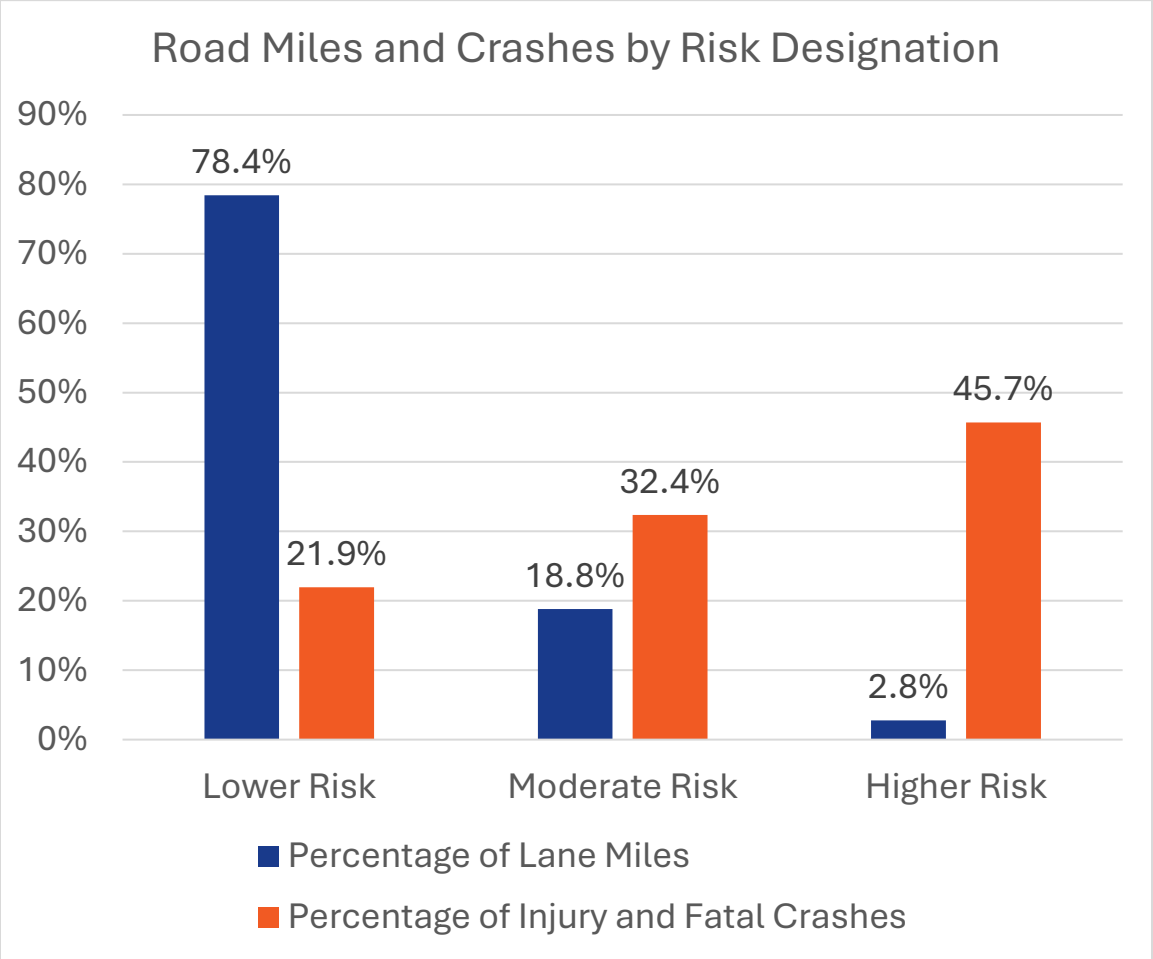
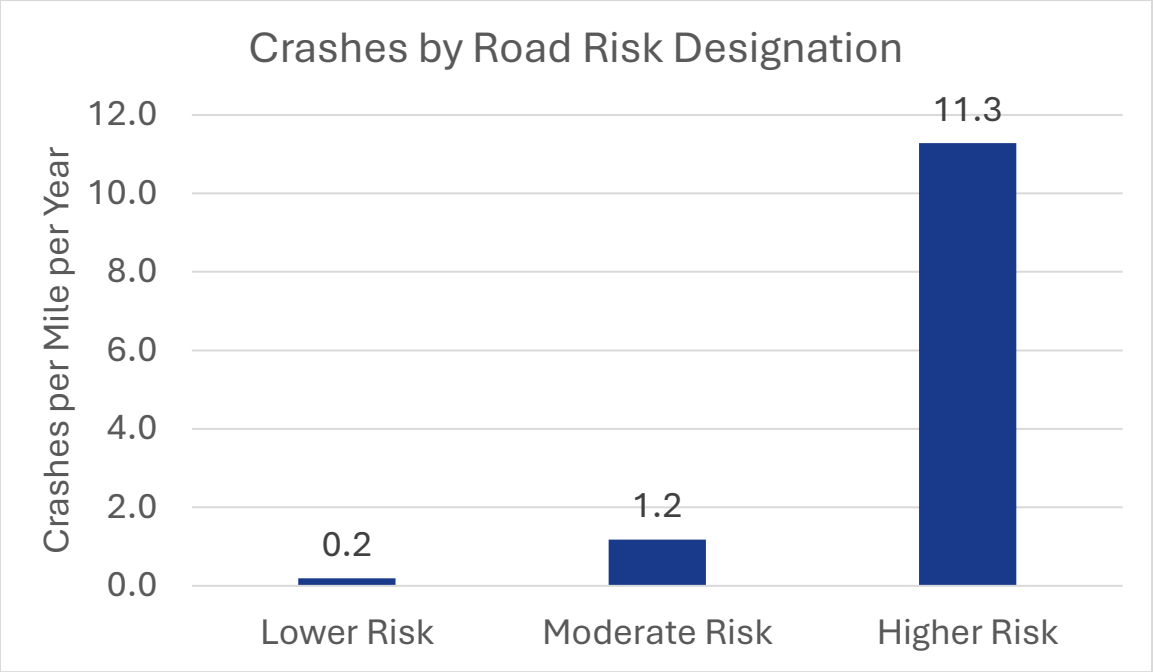


Figure 11 | Crash Rate Per Mile by Road Risk Class Designation (2013-2022)



There is a higher risk for crashes that result in injury or death on major streets with higher volumes of traffic. Major streets include principal arterial streets and state highways. Minor streets include local streets, collector streets, and minor arterial streets. These major streets in Liberty experience roughly six fatal or injury crashes per mile annually, compared to less than one per year on average on minor streets. Similarly, high-volume roads experience approximately eight fatal or injury crashes per mile annually, while low-volume and moderate-volume streets on average experience one or fewer per year.

Figure 12 | Average Number of Injury and Fatal Crashes by Roadway Functional Class (2013-2022)

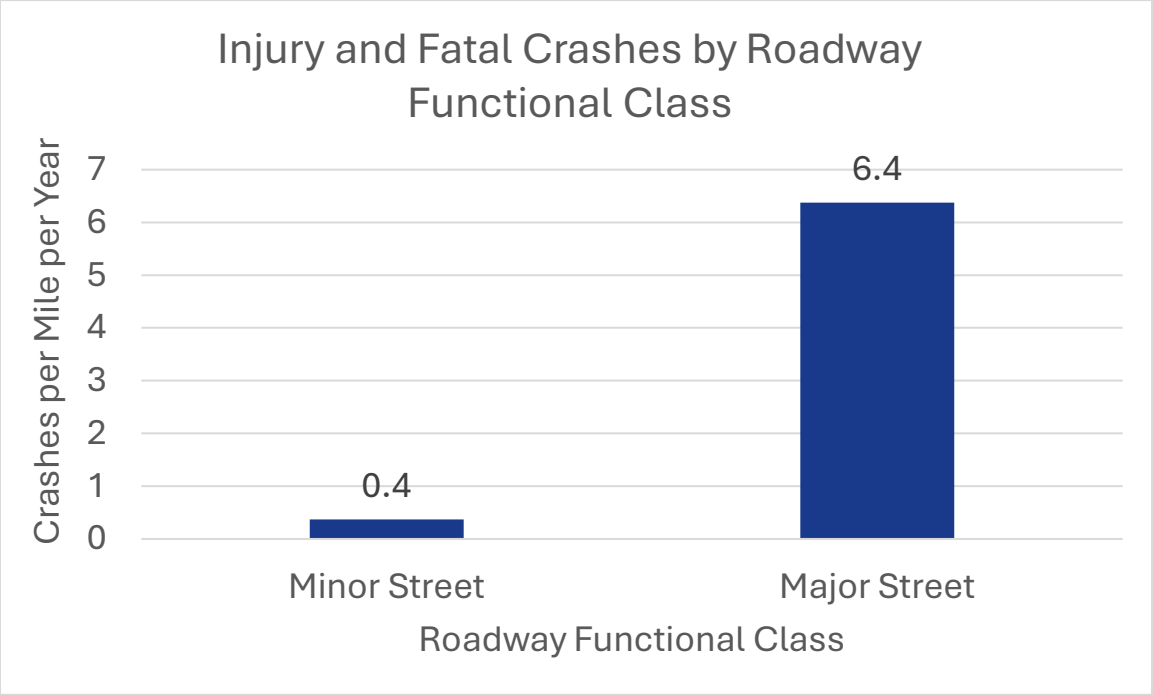
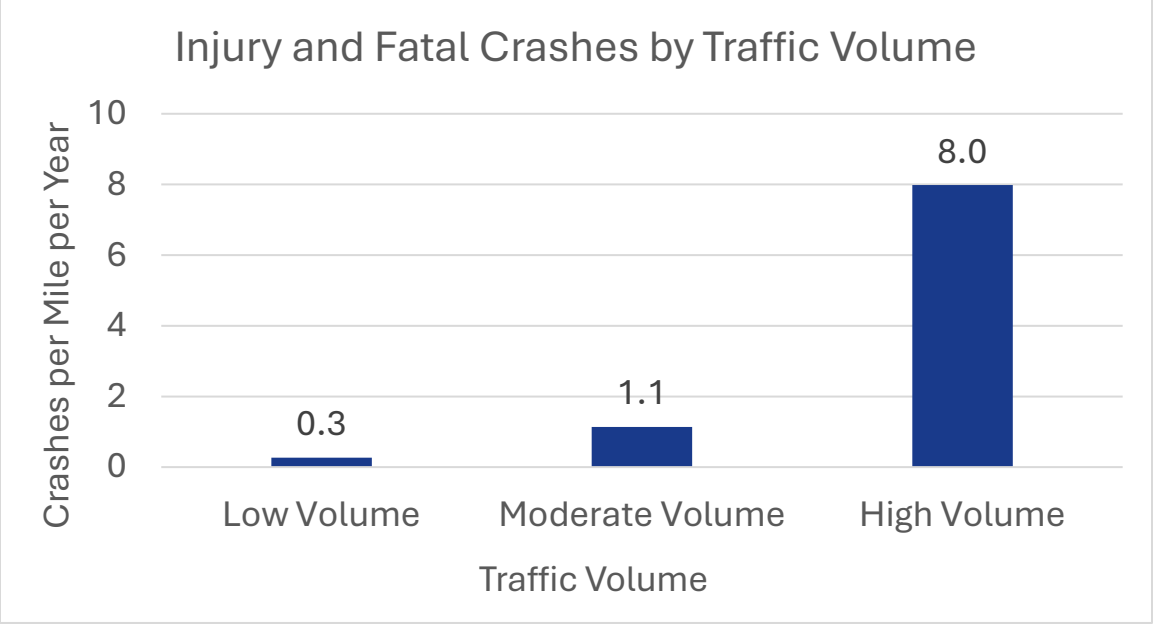


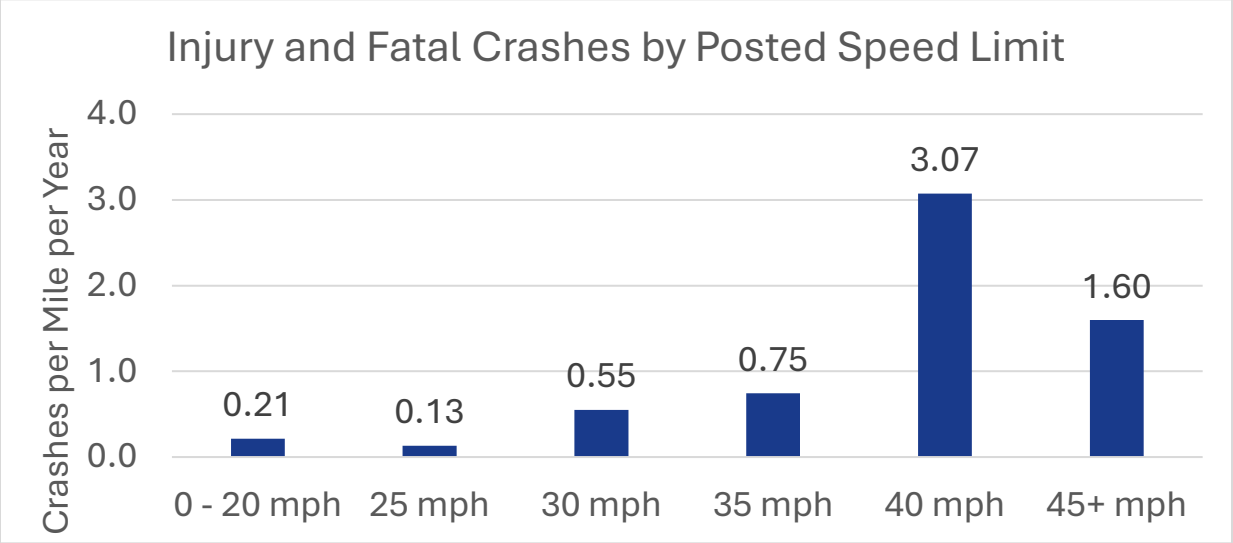
Figure 13 | Average Number of Injury and Fatal Crashes by Traffic Volume (2013-2022)



The risk of crashes resulting in injury or death was found to increase substantially on roads with speed limits up to 40 miles per hour. Roads with a speed limit of 40 miles per hour have the highest crash rate at roughly three crashes per mile, while roads with a

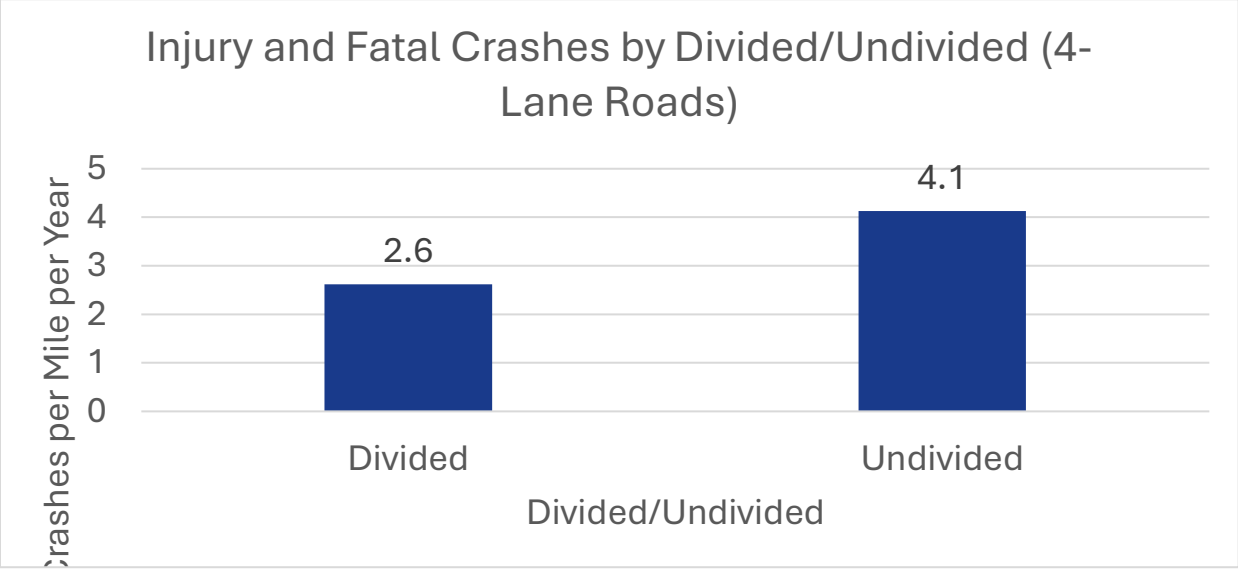
lower speed limit of 35 mph or less typically see close to one crash or less per mile each year.

Figure 14 | Average Number of Injury and Fatal Crashes by Posted Speed Limit (2013-2022)



Whether a road is divided (with a raised median) or undivided also plays a role in crash risk. Undivided roads experiencing almost double the number of crashes per mile per year. These findings suggest that dividing opposing lanes of traffic may play a crucial role in increasing safety on Liberty roadways.

Figure 15 | Average Number of Injury and Fatal Crashes by Four-Lane Road Division (2013-2022)



Additionally, the designated land uses adjacent to a particular roadway have also been shown to have an influence on crash risk. More crashes occur in areas with commercial and open space land uses compared to others. Fortunately, through this analysis, it was identified that equity areas (those designated on the Centers for Disease Control and Prevention's (CDC) Social Vulnerability Index) and school areas have little effect on crash risk.

Figure 16 | Average Number of Injury and Fatal Crashes by Land Use Designation (2013-2022)

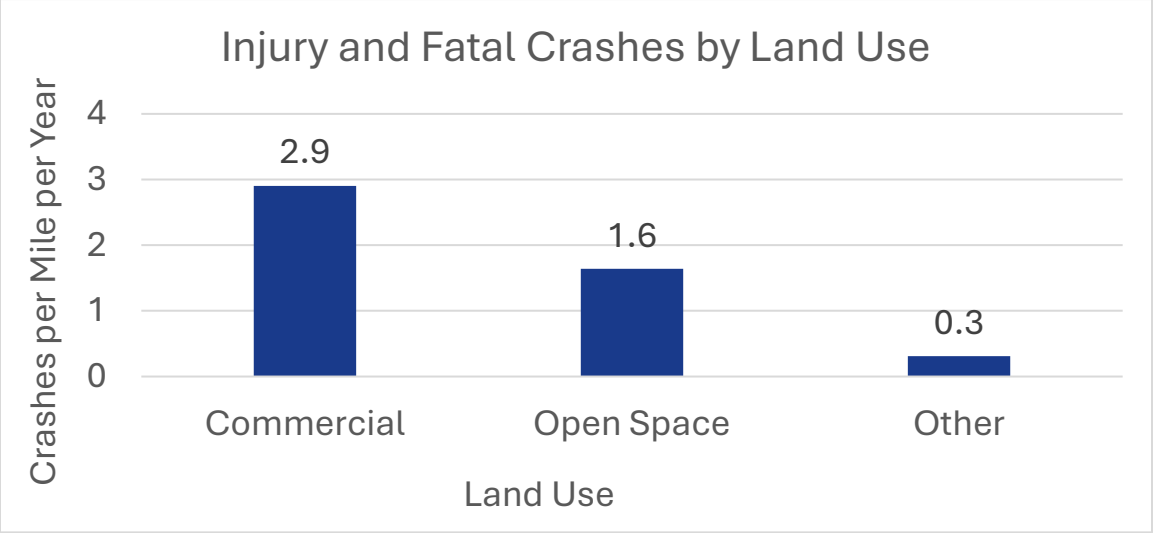


Figure 17 | Average Number of Injury and Fatal Crashes by Social Vulnerability Index (2013-2022)

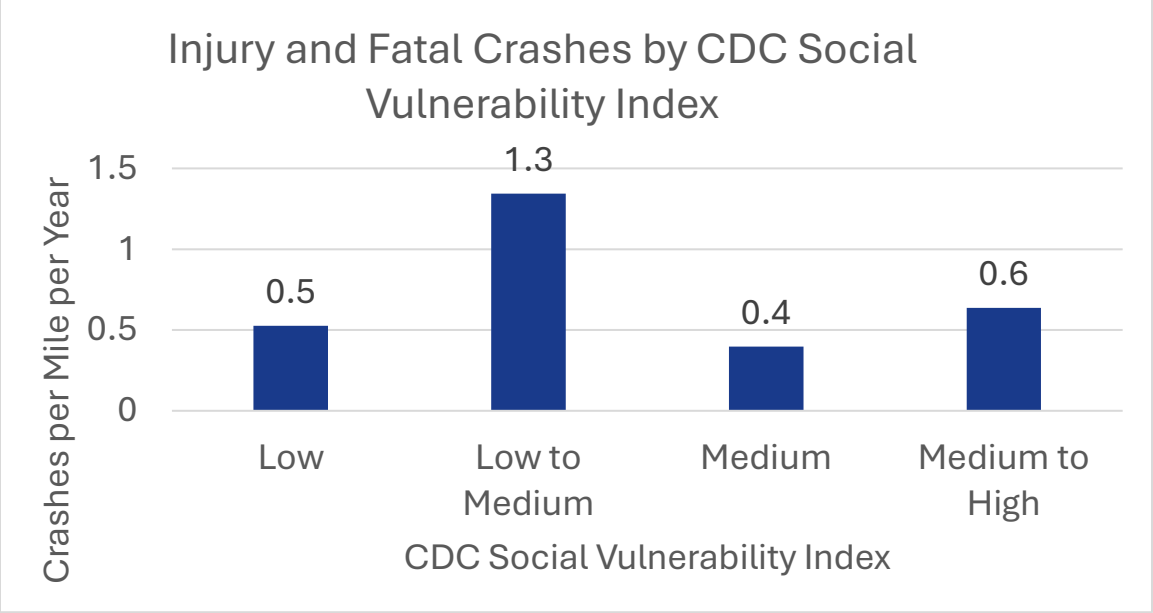
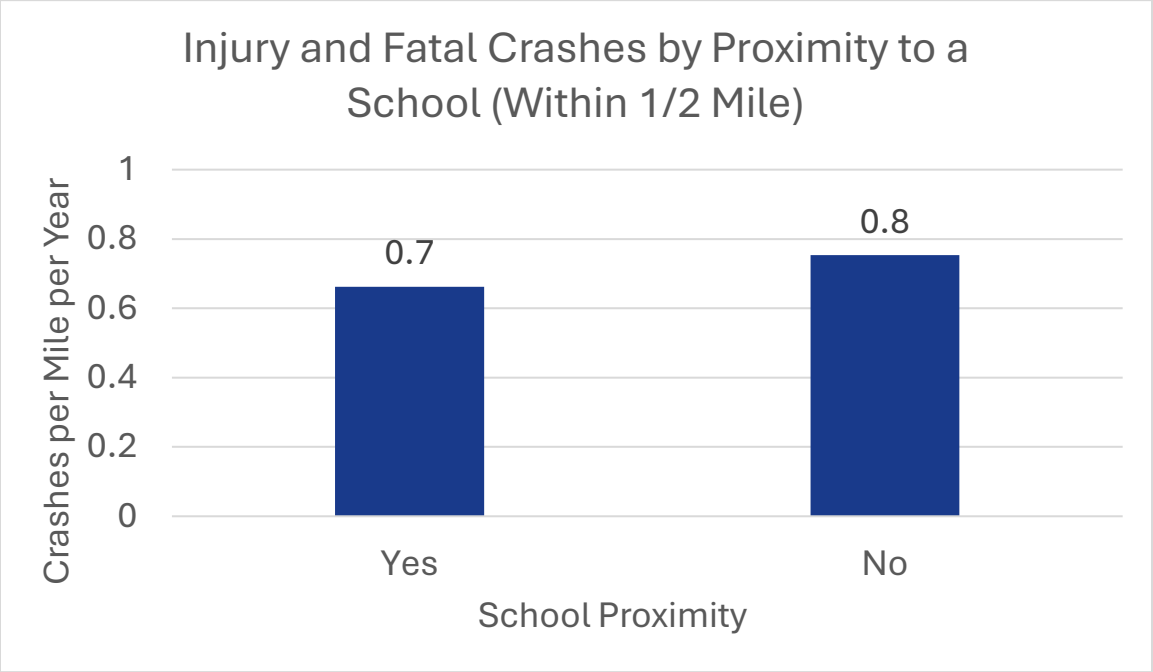


Figure 18 | Average Number of Crashes by Proximity to a School (2013-2022)



Environmental Factors

In Liberty, environmental factors affecting the number of crashes resulting in injury or death highlight key patterns in both timing and lighting conditions. The highest crash time occurs between Tuesday and Friday, from 12PM to 6PM.

Figure 19 | Total Number of Crashes by Day and Time (2018-2022)

Time of Day
Most Recent 5 Years

Day	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	Total
Sun	1	2	3			1		1	3	2	1	7	5	5	7	5	6	6	2	6	3	3	1	1	71
Mon				1	1		3	6	5	6	6	6	11	5	9	7	9	5	4	2	2	1	4		93
Tue			1			1	2	9	1	5	9	10	4	7	3	11	10	10	6	6		3	1	1	100
Wed			1			4	4	3	6	4	5	7	8	6	4	17	9	17	6	9	1	7	3	2	123
Thur		1	1			3	1	2	1	2	6	5	7	12	9	9	13	11	13	4	3	2	2	2	109
Fri		2			2	1	1	10	6	6	5	5	8	7	8	12	6	8	7	9		4	1	3	111
Sat	1	2		1				2	4	2	6	5	8	7	6	6	3	4	7	2	3	1	4	3	77
Total	2	7	6	2	3	10	11	33	26	27	38	45	51	49	46	67	56	61	45	38	12	21	16	12	684

Regarding lighting conditions, the majority of crashes happen during daylight hours. However, a portion of crashes happened in reduced visibility at night, which contributes to a notable percentage of accidents.

Figure 20 | Percent of Crashes by Lighting Conditions (2018-2022)

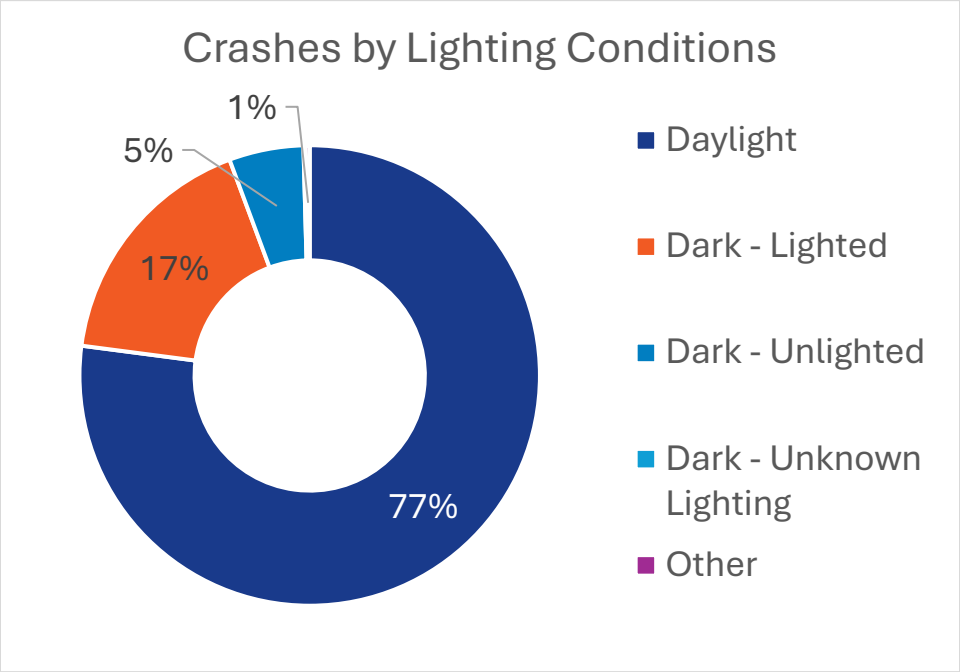
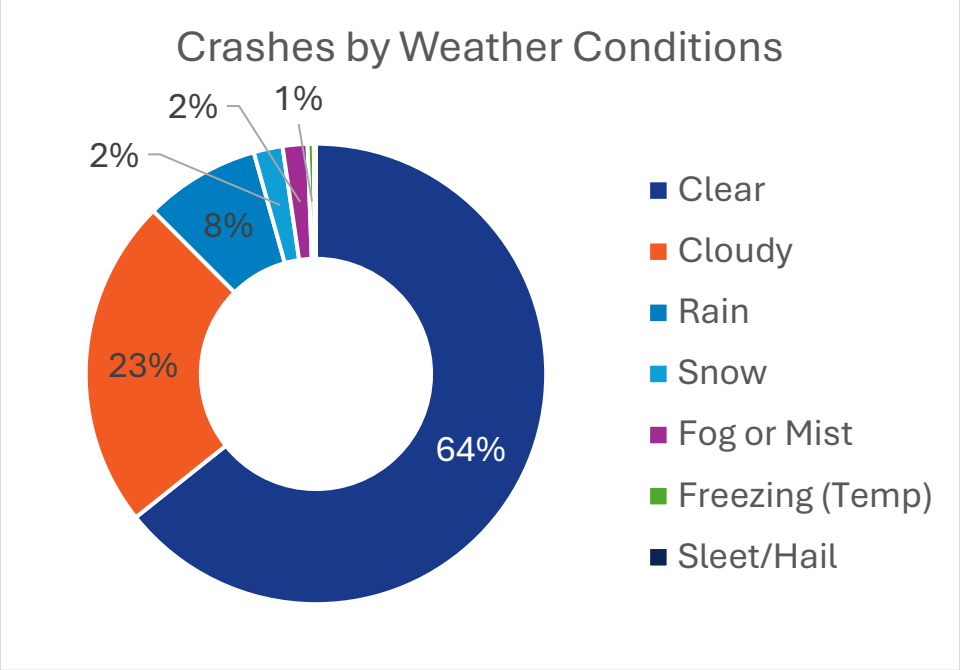


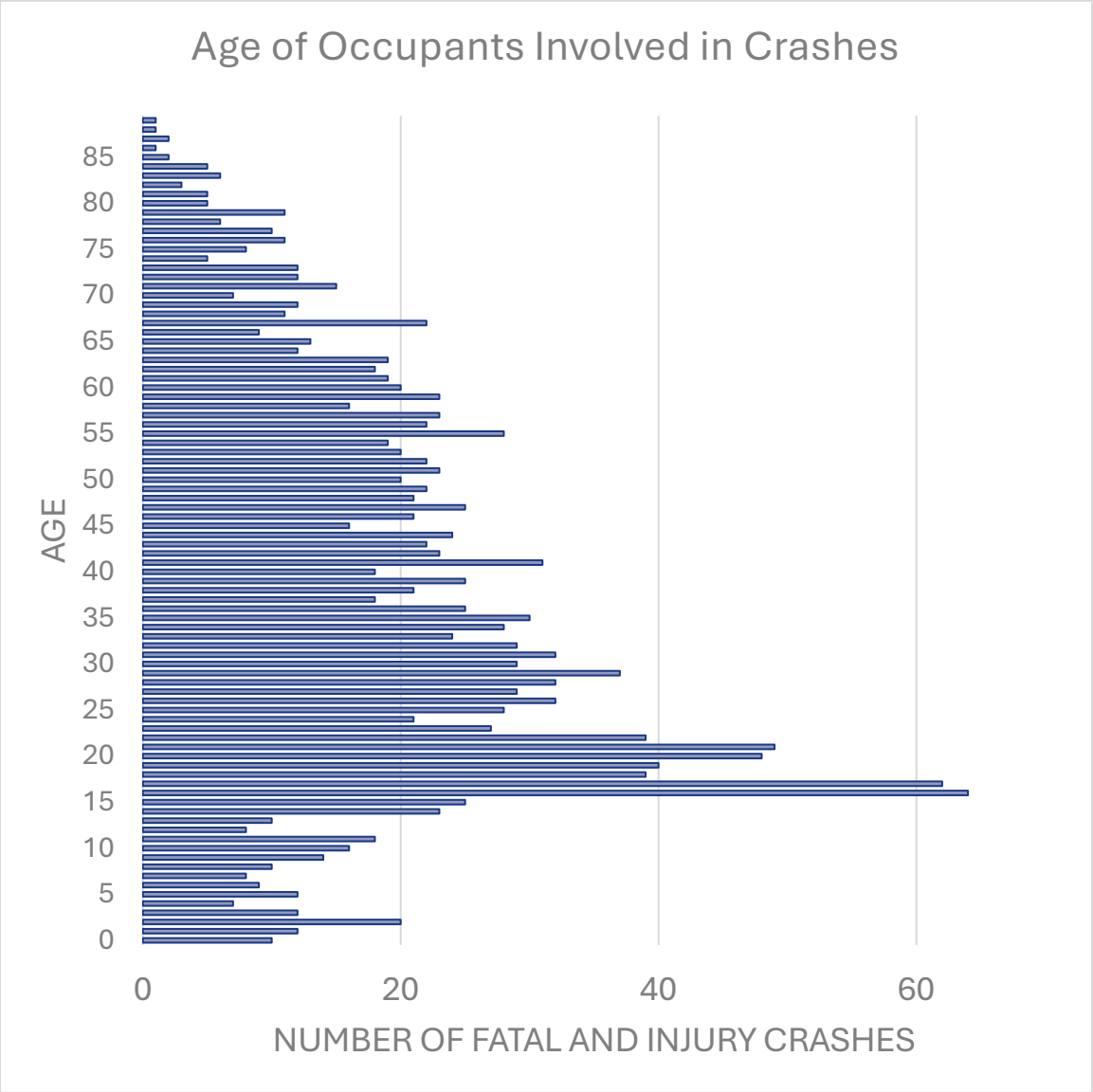
Figure 21 | Percent of Crashes by Weather Conditions (2018-2022)



Road User Factors

The highest age group of people involved in crashes is those aged 16 to 22 years old. Strikingly, 16-year-olds are involved in the highest number of crashes compared to all other age groups. This suggests that younger, less experienced drivers are more prone to accidents in Liberty.

Figure 22 | Age of Occupants Involved in Total Crashes (2013-2022)



Motorcyclists, bicyclists, and pedestrians are over-represented in fatal and serious injury crashes. These groups are more vulnerable in collisions due to their lack of protection compared to drivers within vehicles. For example, **motorcyclists are involved in only 5 percent of all fatal and injury crashes in Liberty, but they make up a quarter of all people who are seriously injured in these crashes and half of all deaths.** Highlighting the elevated and disproportionate risks that individuals not in automobiles experience while using Liberty's roadways.

Figure 23 | Percent of Total Injury and Fatal Crashes by Road User Type (2013-2022)

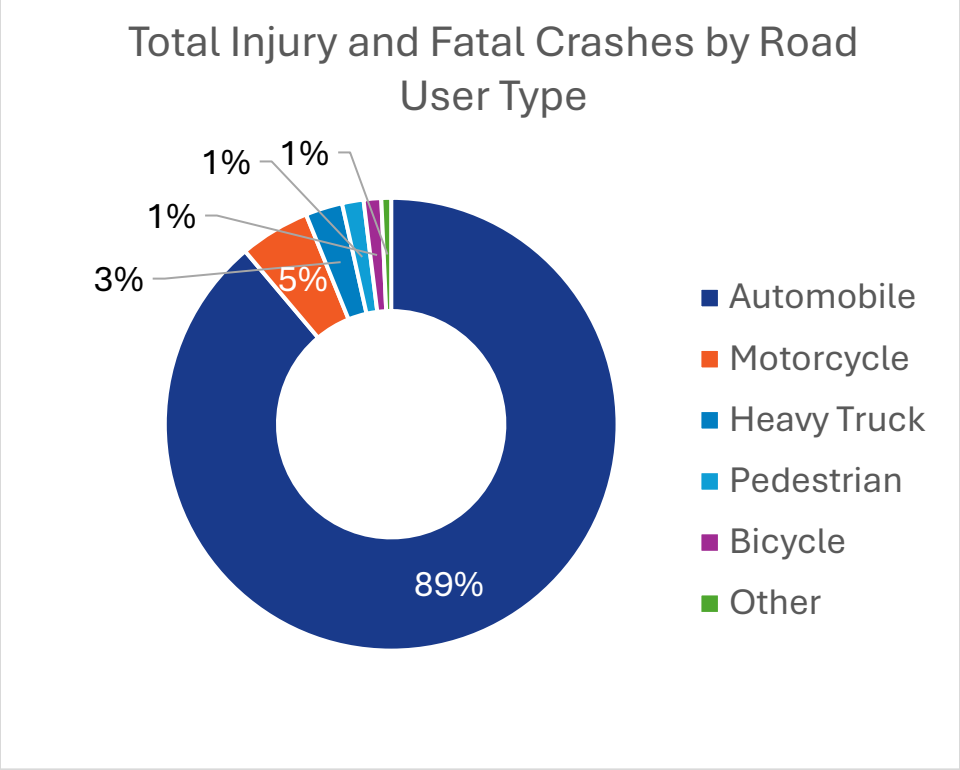


Figure 24 | Percent of All Fatal and Serious Injury Crashes by Road User Type (2018-2022)

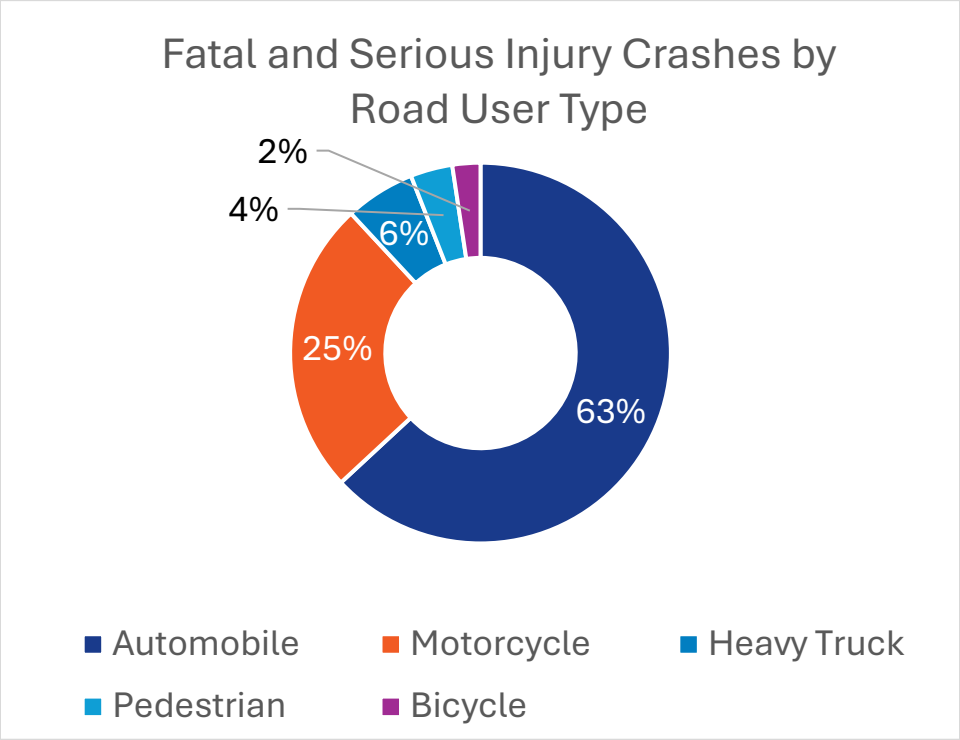
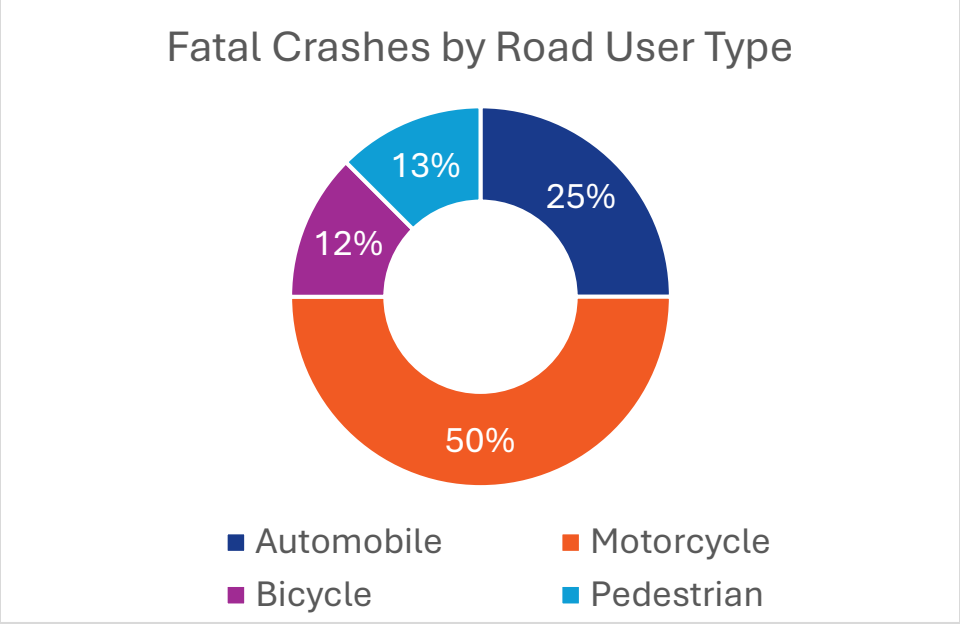


Figure 25 | Percent of All Fatal Crashes by Road User Type (2018-2022)



Both driving while distracted and driving while impaired have shown a general decline in recent years. In 2020, the number of crashes caused by distractions dropped significantly to 11 crashes, which suggests a positive trend in reduction. Similarly, crashes involving impaired drivers initially rose from eight in 2014 to 11 in 2016. However, in the most recent years, crashes involving impaired driving decreased to only five in 2022.

Figure 26 | Percent of Crashes by Distracted Driving Involvement (2018-2022)

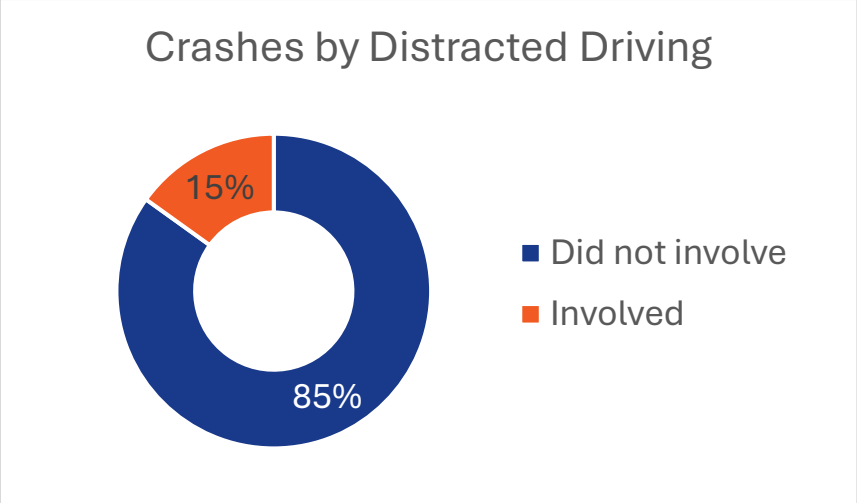


Figure 27 | Number of Crashes by Distracted Driving Involvement (2013-2022)

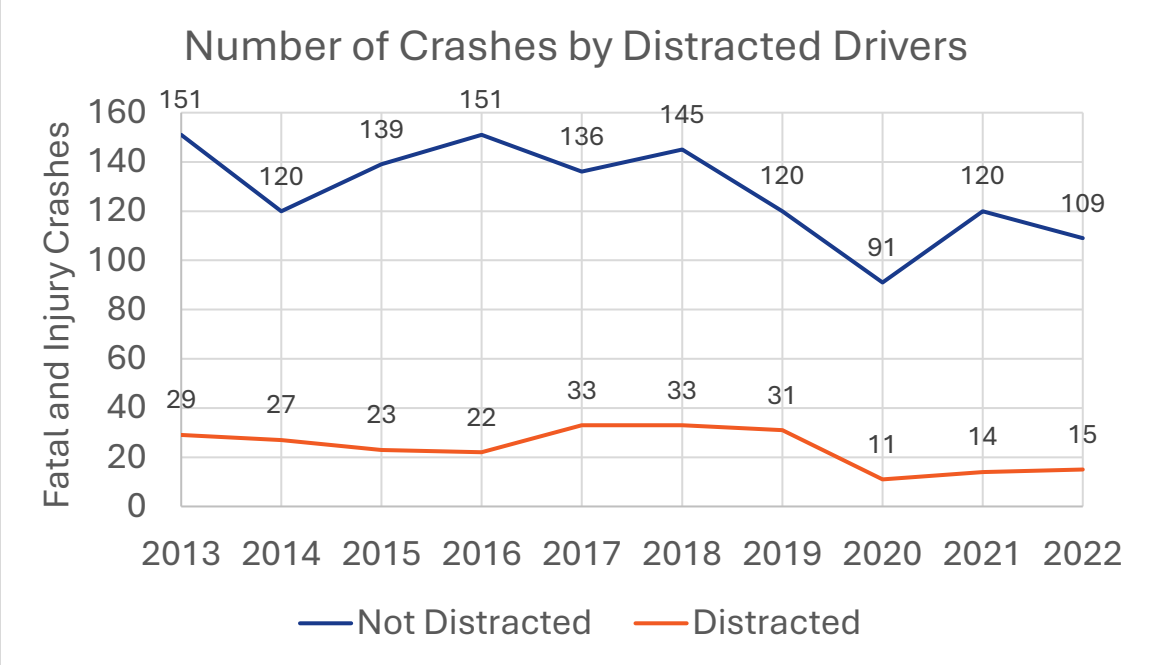


Figure 28 | Percent of Crashes by Impaired Driving Involvement (2018-2022)

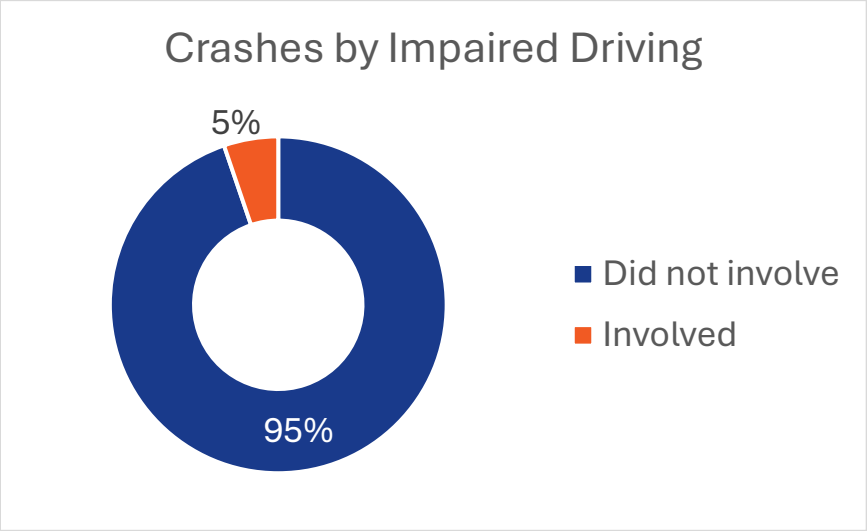
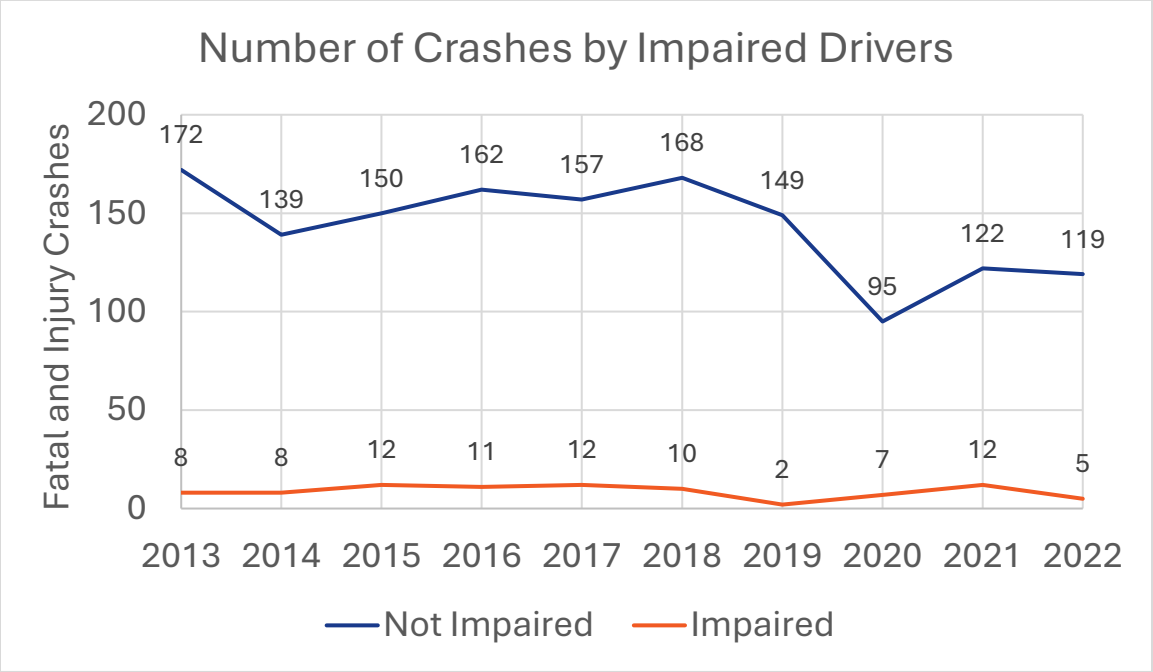


Figure 29 | Number of Crashes by Impaired Driving Involvement (2013-2022)



Additionally, a majority of drivers and passengers demonstrate that they practice safe driving behaviors by wearing their seat belts. Within the latest five year period, 84 percent of individuals involved in crashes in Liberty were wearing seat belts. This is a slight increase from previous periods. Increasing seat belt use is an effective way to increase safety and save lives.

Figure 30 | Percent of Crashes Involving the Use of Seatbelts (2018-2022)

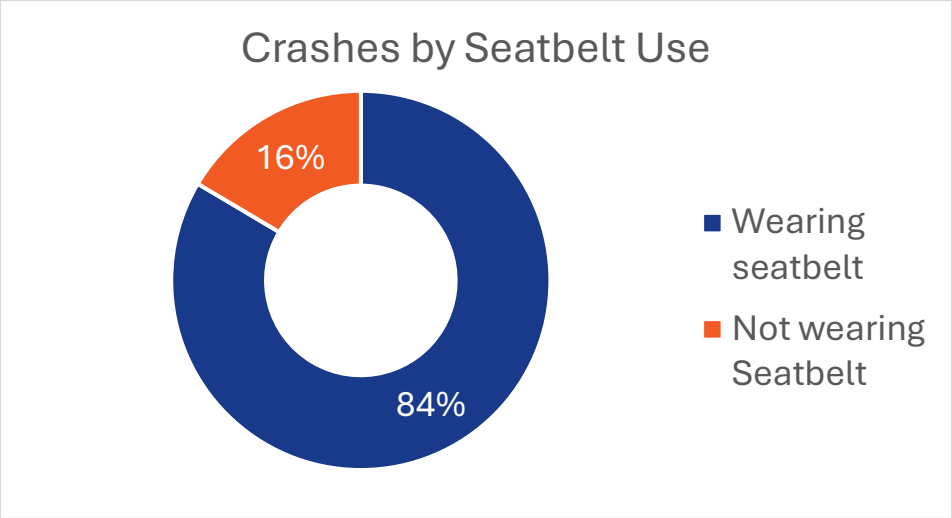
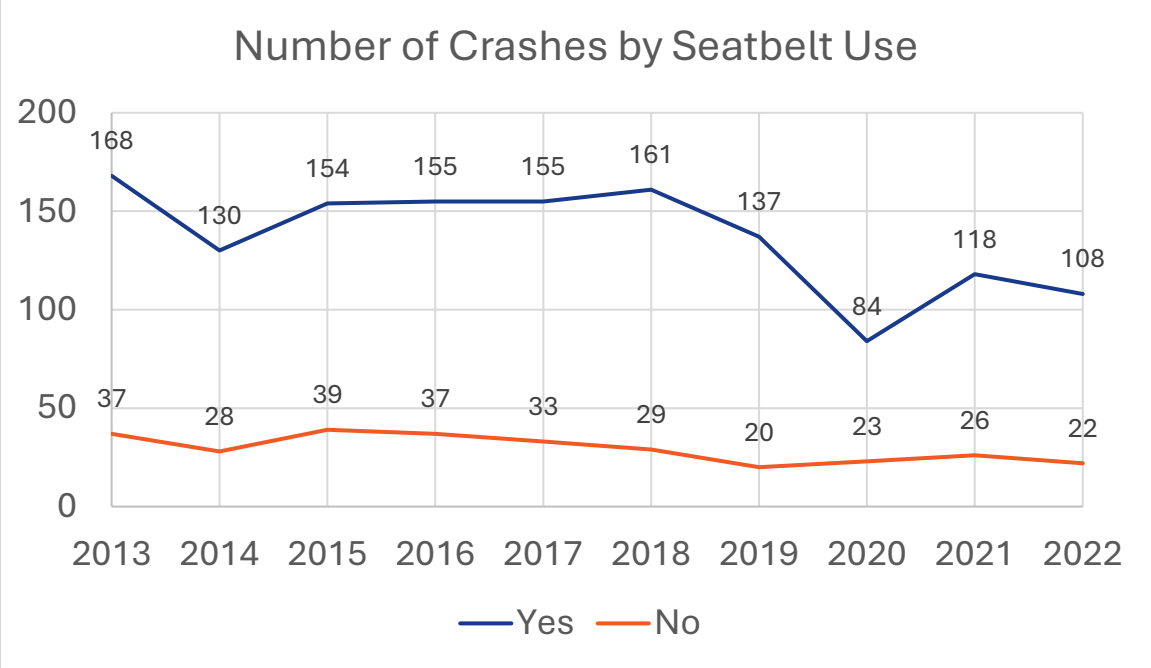


Figure 31 | Number of Crashes by Seatbelt Use (2013-2022)



Another effective way to save lives during motorcycle crashes is through the use of helmets. While more than 60 percent of those riding motorcycles or mopeds involved in crashes within the past five years were wearing a helmet, the proportion of those not wearing helmets during crashes has continued to rise.

Figure 32 | Percent of Motorcycle Crashes Involving Helmet Use (2018-2022)

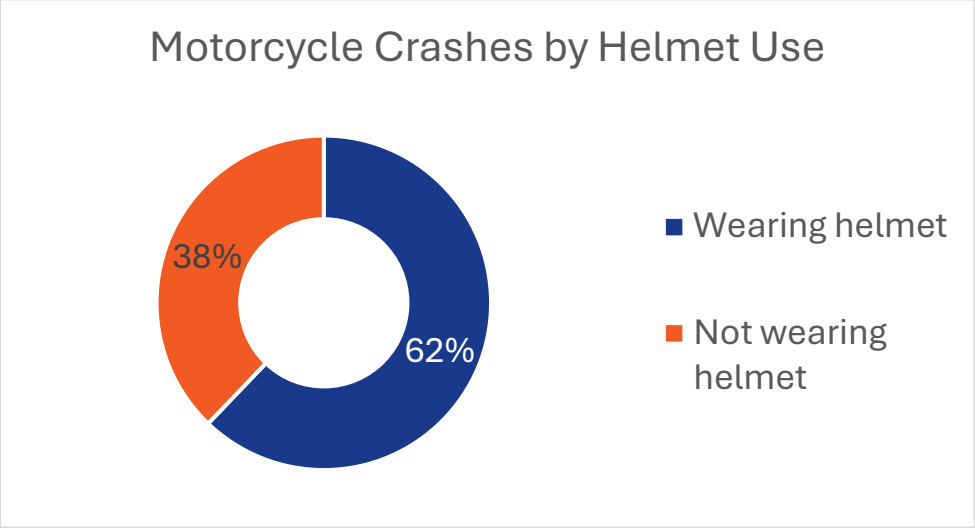
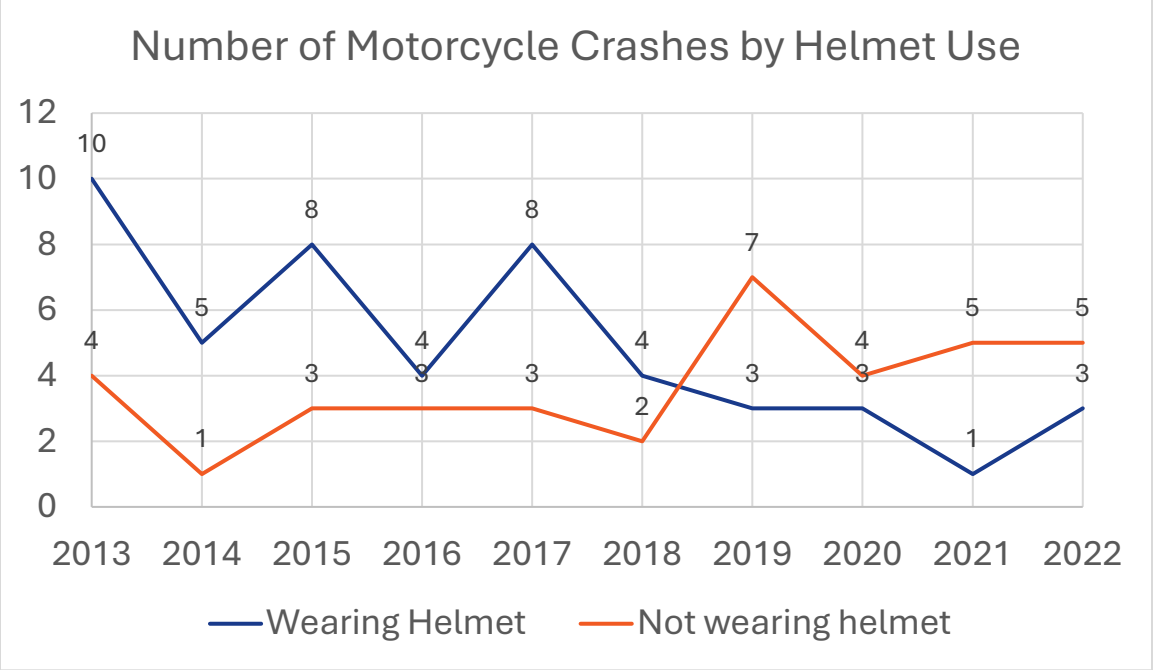


Figure 33 | Number of Motorcycle Crashes by Helmet Use (2013-2022)



Speeding and aggressive driving have not declined as significantly as other contributing factors of crashes in recent years. Aggressive driving continues to be the most frequently cited behavior by law enforcement. However, aggressive driving was involved in roughly 40 percent of all crashes within the last five years in Liberty. Speeding was involved in less than 15 percent of all crashes.

Figure 34 | Percent of Crashes by Aggressive Driver Involvement (2018-2022)

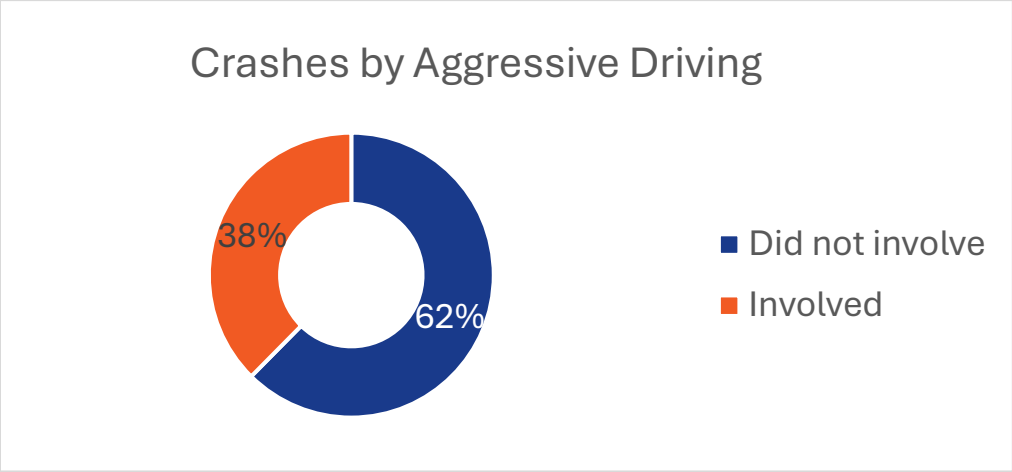


Figure 35 | Number of Crashes by Aggressive Driver Involvement (2013-2022)

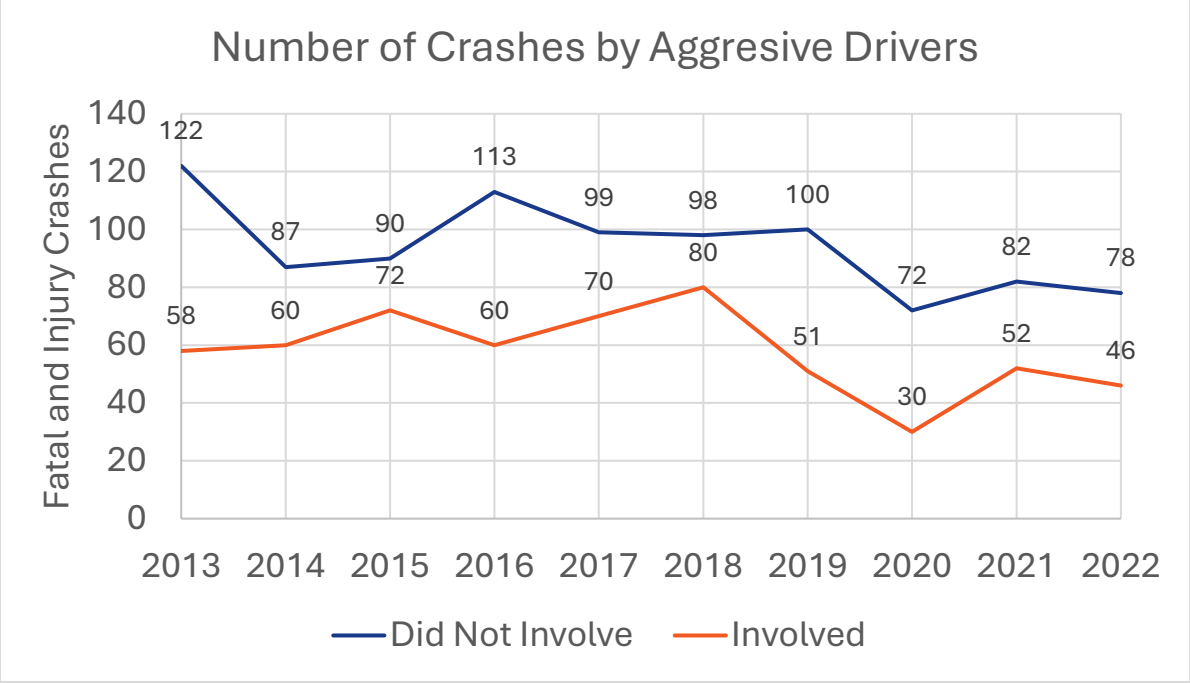


Figure 36 | Percent of Crashes by Speeding Driver Involvement (2018-2022)

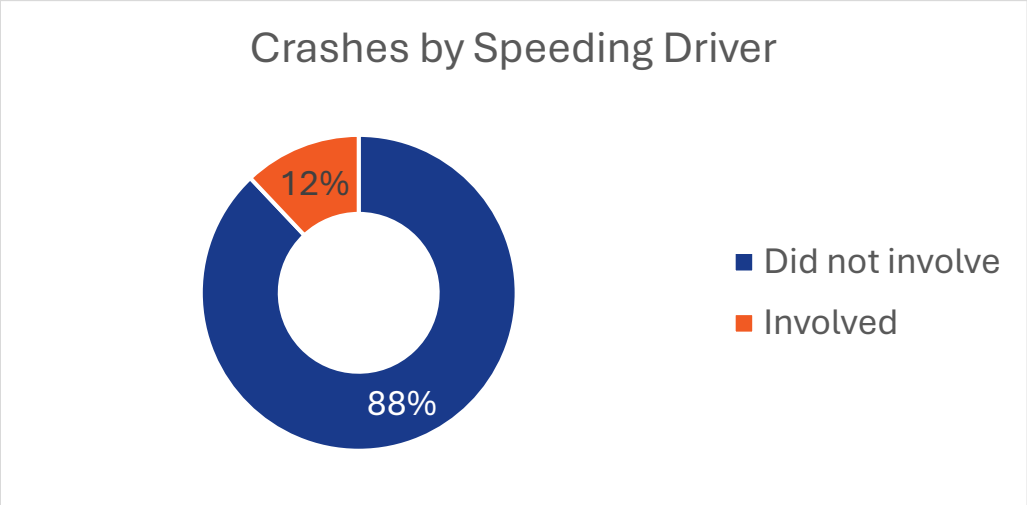
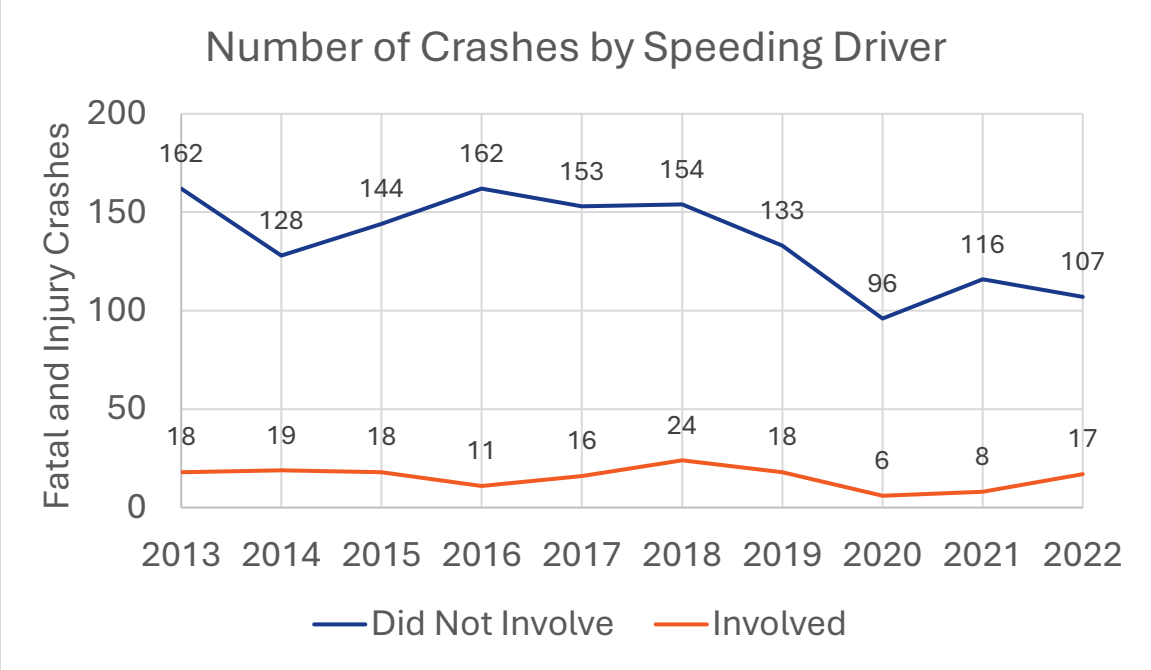


Figure 37 | Number of Crashes by Speeding Driver Involvement (2013-2022)



Conclusion

The crash trends and user behaviors highlighted in the Liberty Citywide Crash Data Analysis emphasize the connections between roadway conditions (including speed limits, intersection design, and traffic volumes), environmental conditions, and user behaviors (including speeding, aggressive driving, and seatbelt use). All of which have an impact on the outcomes of crashes in Liberty. Crashes are more likely to result in fatalities and/or injuries on major streets with higher speeds and higher volumes of traffic. Speeding and aggressive driving behaviors continue to be highly involved in crashes.

The results of this analysis were used to inform the City of Liberty's Comprehensive Safety Action Plan using a Safe System Approach and proven safety countermeasures to specifically address the conditions and behaviors that result in crashes in Liberty. Doing so will allow Liberty to begin achieving its goal of reducing fatal and serious injury crashes. Through continued efforts to promote safe streets, encourage responsible user behaviors, enforce appropriate speeds, and expand safer multimodal networks, Liberty can create safer streets for everyone.

LIBERTY, MO
COMPREHENSIVE SAFETY ACTION PLAN

APPENDIX C:

Community Engagement Report

Comprehensive Safety Action Plan

City of Liberty, Missouri

July 2025

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Introduction

The City of Liberty is committed to creating safe streets for everyone in the community. Through the development of the Liberty Comprehensive Safety Action Plan (CSAP), the City is ensuring all road users, no matter their travel mode, are safe on Liberty streets. This includes people who walk, roll, scoot, bike, take public transportation, and drive. Everyone deserves to travel safely and accessibly in or through Liberty.

To support the City's goals to improve roadway safety, the CSAP project team followed a structured planning approach, conducted a thorough safety analysis, and set measurable action steps to reduce fatal and serious injury crashes. Engagement and collaboration with community members and city officials was also essential in developing the CSAP.

This document, Appendix C: Community Engagement Report, details the community engagement events and online engagement opportunities provided throughout the development of the CSAP. The feedback from this process, in conjunction with citywide crash data analysis, was used to identify key needs and safety concerns in the community. This allowed the project team to develop a comprehensive set of infrastructure projects and countermeasures to specifically address these needs in order to create safer streets for everyone in Liberty.

Advisory Committee Meetings

Two CSAP Advisory Committee meetings were held during the development of the plan. The purpose of the Advisory Committee was to provide oversight of the plan's development, implementation, and monitoring. The committee established the plan's vision and goals and identified recommended projects and action steps.

The Advisory Committee meetings typically involved a brief presentation to familiarize the group with key terms and transportation safety concepts, like the Safe System Approach. The committee was given information on the data analysis and engagement results prior to participating in group activities focused on brainstorming safety improvements and infrastructure projects to recommend in Liberty.

Advisory Committee Meeting #1

The City of Liberty, with assistance from HDR, hosted the first Liberty CSAP Advisory Committee meeting on **Thursday, October 10th, 2024**, at **Liberty City Hall** from **2:30**

pm – 4:00 pm. The following table lists the Advisory Committee members in attendance and their organization in addition to the project team members present.

Table 1 | Advisory Committee Meeting #1 Attendees

Attendee Name	**Organization**
Angel Rose	Liberty Transportation
Anna Riley	Mothers Against Drunk Driving (MADD)
Brian Forquer	Northpoint KC
David Gale	Gale Hart Development
Jerod Breit	Mothers Against Drunk Driving (MADD)
Jim Martin	Police
John Mills	Fire
Katherine Sharp	Planning and Zoning
Lauren Crome	Clay County Public Health Department
Mike Peterman	Planning and Zoning
Paemon Aramjoo	Aramjoo Law Firm
Philip Shoemaker	National Safety Council
Rob Jones	Downtown Group
Steven Aldrich	Liberty Public Schools
Tom Garland	Parks and Rec
Project Team Name	**Organization**
Sherri McIntyre	City of Liberty
Joshua Martinez	City of Liberty
John Findlay	City of Liberty
Christopher Kinzel	HDR
Molly Nick	HDR
Jay Aber	HDR
Samantha Cicero	HDR

The following notes were taken during the first Advisory Committee meeting and are provided in the order of discussion topics.

Introduction

Committee members were given the opportunity to introduce themselves to the group and comment on what they love about Liberty.

- Citizens are very engaged

- The city works hard to meet the needs of the citizens
- Sophisticated staff
- Community partners work well together
- Small town feel, even with steady population growth
- Great location
- Feels safe, kids can walk/bike to school

Safety Action Plan Background

Information on the following topics was presented: The City's Comprehensive Plan and its stated approach to transportation safety, the parallel yet interrelated tracks of the Transportation Master Plan (TMP) and the CSAP.

Safe System Approach Overview

Information on the following topics was presented: History of Vision Zero, elements of a safety action plan, and the principles and objectives of the Safe System Approach.

State of Safety in Liberty

Information on the following topics was presented: Fatal and injury crash trends on Liberty roads, crash locations, environmental factors, statistics regarding safer people/safer vehicles/safer speeds/safer roads, and current high injury locations vs. high-risk locations.

Committee members were invited to ask questions and state their reactions to the current state of safety in Liberty:

- Crossing MO-291 is very uncomfortable as a pedestrian, despite crosswalks. Very busy, lots of traffic and drivers aren't expecting to see pedestrians on that type of road. Drivers assume there is little risk of pedestrian interaction and therefore do not pay as much attention as they should.
- Biking around Liberty is difficult due to the discontinuous trail network.
- It appears that the locations with the most crashes and highest injuries are at traffic signals. *While traffic signals do help with access and capacity, they also introduce certain safety issues; this is one reason why signals should not be installed if not warranted. In addition, these locations also have the highest volume of conflicting traffic, and greater exposure tends to lead to more crashes.*
- Are there any communities that have done things better and are no longer experiencing these "typical" crash trends? *Those communities that started focusing*

on safety 10-15 years ago and have made long-term commitments are doing better. Columbia, Missouri and Boise Idaho are two good examples. These communities have focused on: slowing down cars, public investment in getting people to follow laws, and implementing traffic calming measures and lane reductions to help enforce safer driving.

- The Liberty Police Department is very good at enforcement; some communities are not.
- The city has approached MoDOT regarding posted speeds along MO-291 in the hopes of reducing speeds through Liberty and improving safety. *Per the representative from MADD, the city could try engaging with the Kansas City Region of the Missouri Coalition for Roadway Safety to be involved and have a voice on a more regional level.*
- Does the crash data have any statistics on wrong-way drivers? *Not explicitly, other than tracking head-on collisions. Per the Fire Chief, wrong-way driving is an issue along the divided section of US-69 north of Lightburne.*

Vision and Goals Discussion

What does safe transportation mean to you?

- A network that is safe for all users – including cyclists
- Protected bike lanes and well-connected sidewalks that are in good condition and can accommodate wheelchairs, strollers, and mobility scooters
- Provision of elements that draw drivers' eyes to pedestrians and crosswalks, such as lighted signage, bright pavement markings, and possibly certain types of landscaping
- Education programs promoting driver safety in schools – specifically high schools. Targeted education for new drivers
- Promoting the message that distracted driving is just as illegal and wrong as impaired driving
- Passing legislation regarding checkpoints to help reduce impaired driving

What is the most important thing for this plan to achieve?

- Reduce the number and frequency of crashes in Liberty
- Identify specific areas where safety improvements are needed so we can direct funds to those areas

What are our guiding principles?

- Access to resources
- Get smart people in a room and heed their advice

- Good collaboration and partnerships
- Any safety improvements should not inadvertently make it harder for those without cars or without able bodies to get where they need to go

What should our focus areas be?

- Safer vehicles – things like passive anti-drunk driving technology
- Post-crash care – having enough resources and organizations to handle

Next Steps

- A Safe System Strategies memo is expected to be completed in November
- A virtual online public meeting is expected be held in December
- The next meeting of the CSAP Advisory Committee is planned for February 2025

Advisory Committee Meeting #2

The City of Liberty, with assistance from HDR, hosted the second and final Liberty Comprehensive Safety Action Plan (CSAP) Advisory Committee meeting on **Tuesday, April 29th, 2025,** at **Liberty City Hall** from **2:30 pm – 4:00 pm**. The following table lists the Advisory Committee members in attendance and their organization in addition to the project team members present.

Table 2 | Advisory Committee Meeting #2 Attendees

Attendee Name	**Organization**
Aimee Gray	A3G Architects
Anna Riley	Mothers Against Drunk Driving (MADD)
Brian Forquer	Northpoint KC
Bridget Mendoza	Clay County EDC
David Gale	Gale Hart Development
James Hoseth	William Jewel College
Jeff Watt	City of Liberty
Joel Lovelady	Liberty Public Schools
Katherine Sharp	Planning and Zoning
Lauren Crome	Clay County Public Health Department
Mike Peterman	Planning and Zoning
Project Team Name	**Organization**
Sherri McIntyre	City of Liberty
Joshua Martinez	City of Liberty

John Findlay	City of Liberty
Jay Aber	HDR
Samantha Cicero	HDR

The following notes were taken during the second Advisory Committee meeting and are provided in the order of discussion topics.

Introduction

Everyone in attendance was asked to give their name and organization.

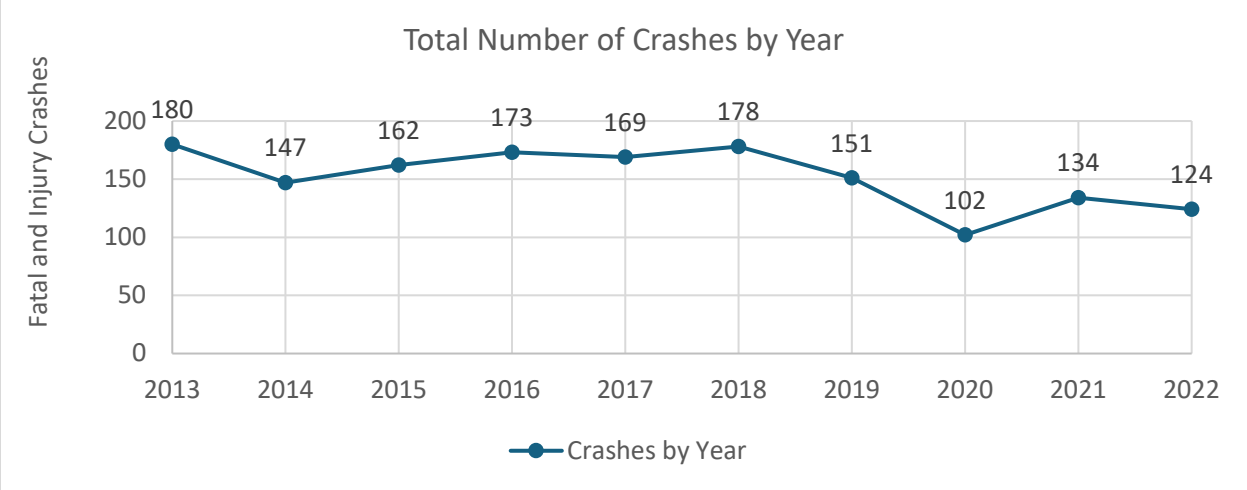
Safe System Approach

The presentation covered several key topics, including the history of Vision Zero, components of a safety action plan, and the core principles and goals of the Safe System Approach.

- Prioritizing the safe movement of drivers, pedestrians, and all road users
- Exploring strategies to reduce traffic fatalities
- Designing a self-enforcing transportation system
- Getting to zero deaths is the goal

Crash Data Analysis

- From 2013 to 2022, there were 1,520 total crashes



- 9 people have been killed in Liberty in the past 10 years
- $400 million in crash costs
- Crashes have decreased since 2013 by 30% since 2013

High Injury Network (HIN):

- Higher frequency of crashes on the roads that are identified on the HIN
- The map is based on where crashes have happened (historic crash data)
- More than 70% of fatal and injury crashes happened on less than 10% of street miles in Liberty
- Crashes are rare, and we need to figure out how, where, and why they happen

High Risk Network (HRN):

- Map that identifies the roads with the highest crash risk
- Higher-risk streets have crash rates more than 55x higher than lower-risk streets
- Major streets are in this category – higher traffic count
- Local roads have the lowest risk
- High speeds contribute to a higher risk rating
- Surroundings (adjacent land uses) also play a part in risk rating
- Road mitigation, like medians, could help improve crash risk

Crash Trends:

- As speed limits increase, crash risk increases up to 40 mph
- Undivided streets have a higher risk than divided streets
- The highest age group for crashes is 16 – 22 years old
- Distraction and Impairment are declining
- Speeding and Aggressive Driving haven't declined as much as other factors
- Aggressive driving is the top cited behavior by law enforcement

Community Engagement Results Overview

49 Total Pins on Comments Map:

- 26 Area of Concern
- 12 Make a Comment
- 11 Ideas and Suggestions

Most Frequent Comments:

- Sidewalks
- Intersections
- Traffic
- Visibility

Key Survey Findings:

- 26% of respondents know someone who has been killed or injured in a traffic crash in Liberty

What is your greatest safety concern regarding the streets in Liberty?

- Driver behavior
- Sidewalk availability/conditions
- Intersections
- MO-291
- Speeding

Respondents typically self-report as safe drivers, but think others are not driving safe:

- 89% rarely or never use their phone while driving.
  - When asked about others, they said 78% of others use their phone half of the time or almost always.
- 94% always wear a seatbelt.
  - When asked about others, they said 7% of others always wear a seatbelt.
- 78% rarely or never drive more than 10mph over the speed limit.
  - When asked about others, they said 76% of others drive more than 10mph over the speed limit half of the time or almost always.

Group Activity

Priorities Identified by Attendees:

- Infrastructure Improvements
- Sidewalks
- Roadway Lighting
- Signal Enhancements
- Traffic Calming
- Roundabouts
- Turning Lanes (with emphasis on school zones)
- Stop Signs
- Tree Removal (at specific intersections to improve visibility)

Key Intersections Identified:

- MO-291 & Church
  - Tree removal for improved sight lines
  - Addition of stop signs
- Kansas & Mill (near Heritage)
  - Lacks turn lanes

- High congestion during school pick-up times

Programs Identified:

- Programs & Initiatives
- Safe Routes to School
- Driver Education
- Active Transportation (walking, biking, etc.)

Additional Input

- General support for continuing to identify and incorporate additional priorities over time

Liberty Map Review and Discussion

Projects Already In-Process:

- 291 & Stewart – taking away turning lanes
- 291 & Bluejay – adding a signal
- 291 from Kansas to Bluejay and to the hotels – adding in a sidewalk

Online Content

The City of Liberty, with help from HDR, created a CSAP website hosted by the City. This webpage was designed to inform the public on the CSAP project and to gather feedback from the community throughout the project's development. Content on the website gave an overview of the project and why it is important, described the purpose of a CSAP, provided an overview of the CSAP development process, and when the CSAP would be completed.

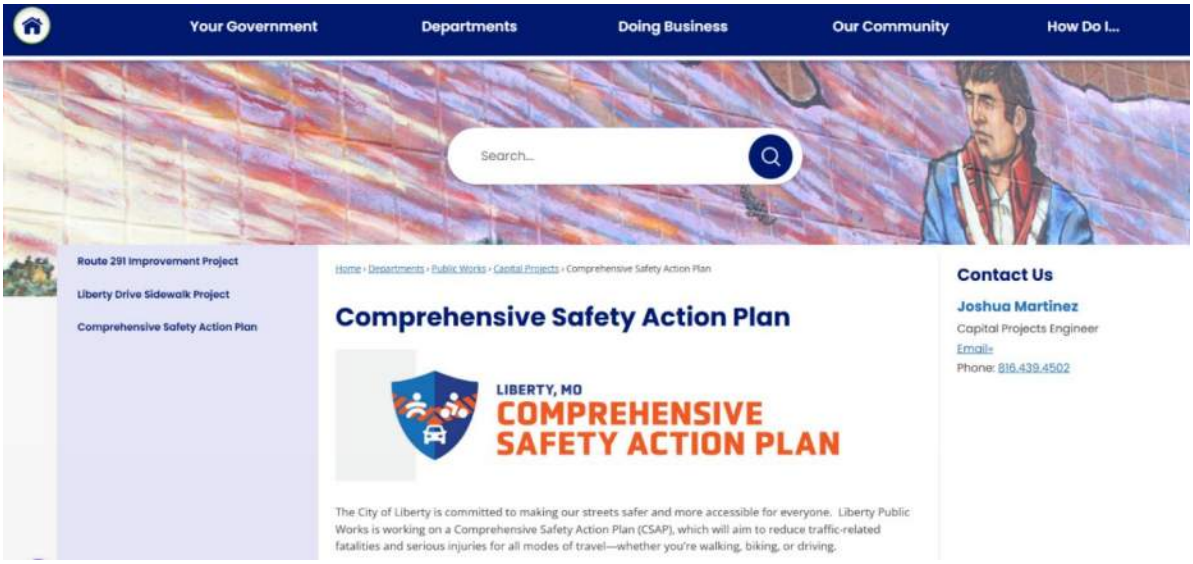


Image 1: Landing Page on the Website

Liberty residents and stakeholders were asked to participate in two online engagement opportunities. The first option to participate was a quick (5 minute) **survey** that allowed individuals to share their views on safety within Liberty's transportation system. This survey allowed the project team to better understand resident travel behavior, safety concerns, and communication preferences. This survey was accessible via the CSAP webpage on the City's website.

Image 2: Community Survey Graphic on the Website

The second opportunity for online engagement involved an **interactive mapping activity (also referred to as the Comments Map)**. Participants were asked to place comment boxes on a map of the City of Liberty in locations where they had safety concerns or questions.

Image 3: Comment Map Graphic on the Website

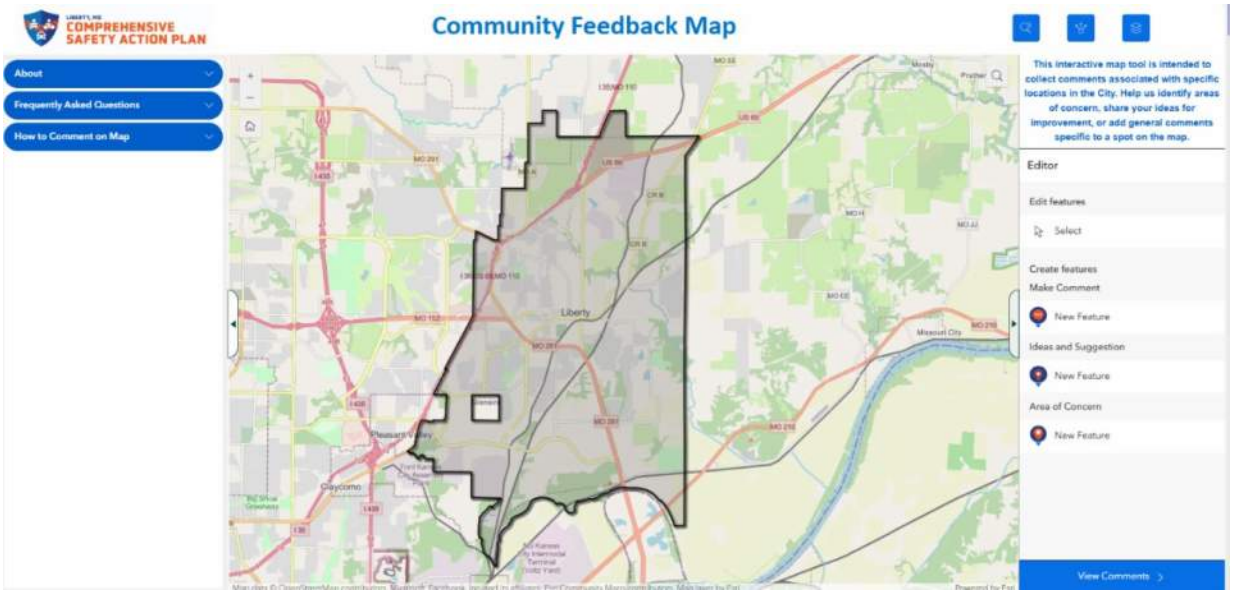


Image 4: Community Comment Map Landing Page

The responses gathered from these online engagement opportunities were analyzed and used to develop recommendations within the CSAP. This included identifying areas for infrastructure improvements and specific safety countermeasures and policies that may be beneficial for the community.

Survey Results Summary

A total of 128 individuals responded to the survey. **The comprehensive set of survey responses can be found at the end of this report.**

1. **Transportation Behavior**
    a. Main Mode of Travel
        i. Driving dominates as the primary travel mode (97.6%), followed by small percentages for walking (1.6%) and biking (0.8%).

b. Weekly Frequency of Activities
    i. Driving/riding in a vehicle: Most common activity (79.4% do so more than 6 times/week).
    ii. Walking: Mixed frequency, with a majority walking 1–3 times/week.
    iii. Riding a motorcycle, bicycle/scooter, or public transit: Infrequent.

2. Safety Concerns and Perceptions

a. Top Safety Concern: Open-ended responses (110) identified key issues such as:
    i. Speeding
    ii. Poor sight distances
    iii. Driver behavior
    iv. Inadequate pedestrian/bike infrastructure
b. High-Risk Locations
    i. 82 respondents suggested speed limit reductions on specific streets.
    ii. 68 respondents identified locations with poor sight distances.

3. Risky Driving Behavior

a. Self-Reported Behavior (128 respondents)
    i. Speeding on residential streets: **~75%** admit to doing this at least occasionally.
    ii. Speeding on highways: **96%** admitted this behavior.
    iii. Seatbelt use: **95%** always wear seatbelts.
    iv. Texting while driving: **90%** rarely or never do so.
b. Perceptions of Others' Behavior
    i. Respondents believe others speed and text while driving much more frequently.
    ii. Only 7% think others always wear seatbelts.
c. Impaired Driving
    i. 98.4% say they haven't driven impaired in the last month.
    ii. However, 33% believe others have driven impaired 3+ times in the last month.

4. Perceived Danger of Risky Behaviors

a. Respondents were asked how dangerous they perceive common risky behaviors:

Behavior	% Rated Extremely Dangerous
Driving under the influence	92%
Texting while driving	81%
Not wearing a seatbelt	70%
Speeding	39%

5. **Familiarity with Vision Zero**
   a. Only 13% reported being familiar with Vision Zero.
   b. 80% had little to no familiarity.

6. **Respondent Demographics**
   a. **76.6%** live in Liberty, 45.3% work there, 18% commute through it.
   b. **Age:** Broad representation, mostly aged 45–64.
   c. **Gender:** 48% female, 47% male, rest declined.
   d. **Race/Ethnicity:** 96% White, 1% Hispanic or Latino.

7. **Communication Preferences**
   a. Respondents preferred **multi-channel outreach**:

Method	% Selected
Social media	33%
Email newsletter	22%
Utility bill inserts	17%
In-person events	16.5%
All of the Above	13.4%

Interactive Mapping Summary

The community was invited to engage in a virtual mapping exercise. Participants were asked to place comment boxes on a map of the City of Liberty in locations where they had safety concerns, ideas, or general comments. **The comprehensive set of the interactive mapping activity responses can be found at the end of this report.**

The online comment map was available on the City's CSAP website from February 11, 2025 - March 14, 2025. During that time there were roughly fifty unique notations and/or comments placed on various locations across the city on the map. This included

12 *comments*, 11 *ideas and suggestions*, and 26 *areas of concern*. Information on specific feedback is highlighted in the table below. While several comments were from unknown respondents, it is important to note that most comments came from a group of roughly 15 different individuals. Thus, this information may not capture a comprehensive perspective on roadway safety, concerns, and ideas of everyone in Liberty.

Overall, common themes across all of the above comments include concerns regarding **pedestrian and bicyclist safety**, specifically children near schools and parks, at both intersections and roadway segments. Respondents call for more sidewalks to better connect the existing network and safer crossings at intersections. Several comments referenced the need for better **visibility**. This included recommendations to remove vegetation, more or better street lighting, and sightline improvements.

Other comments were related to roadway design and geometry issues. These comments referred to **dangerous or confusing intersections** and recommended countermeasures like roundabouts, stoplights, banning certain turning maneuvers, and/or blinking signs. Additionally, several comments called for **infrastructure maintenance or improvements** for drainage, curbs, and shoulders in disrepair.

The streets that were referenced the most included **MO 291, Liberty Drive, Glenn Hendren Drive, South Liberty Parkway,** and **Nashua Road**. Common issues on these roads included dangerous intersections, pedestrian safety, visibility, semi-trucks, and

parking issues. The Comment Heat Map below represents where the highest concentration of comments occurred.

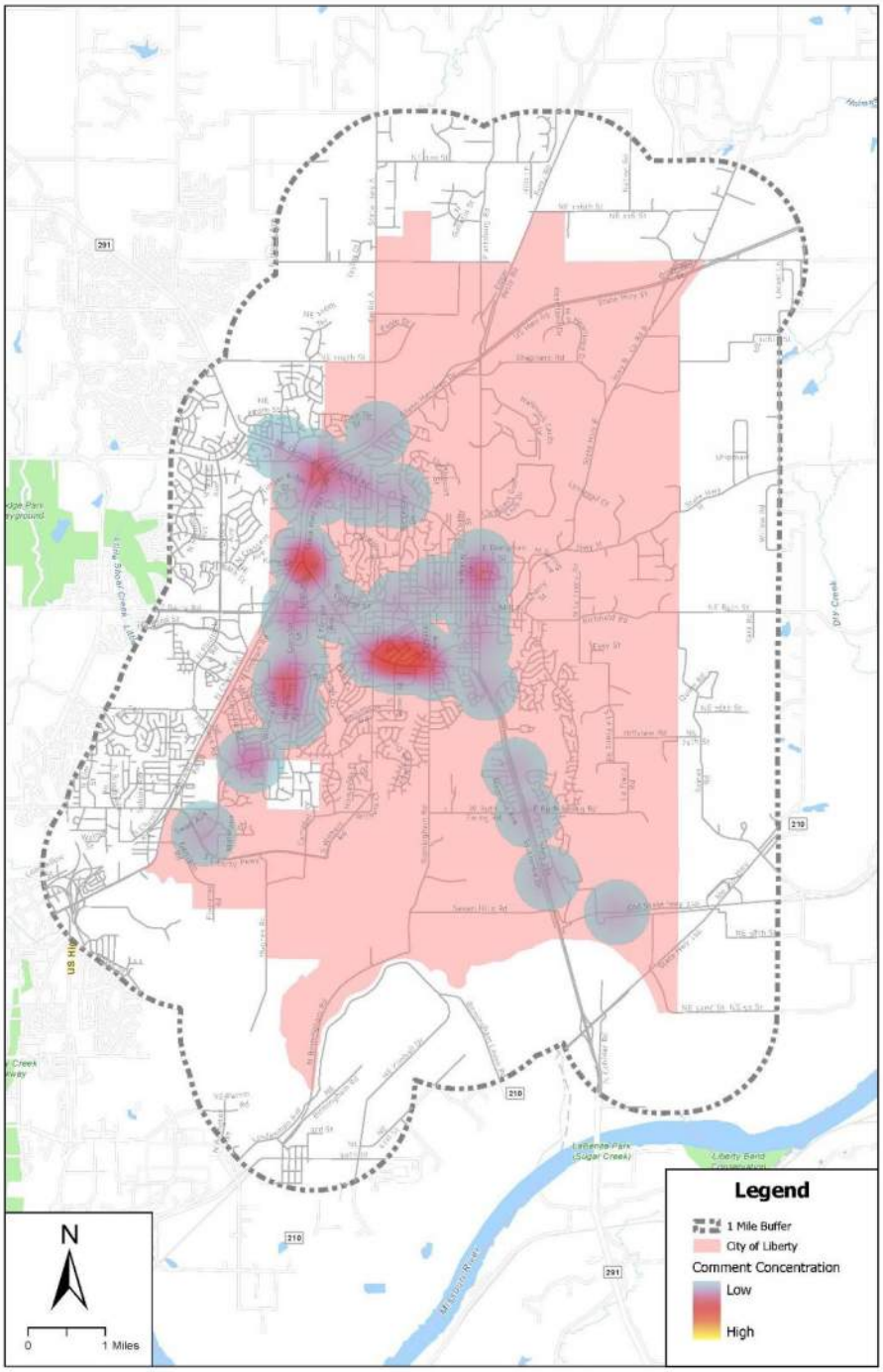


Image 5: Comments Heat Map

Conclusion

As the City grows, so does the traffic, meaning an increased risk for those who live, work and drive in Liberty. The Comprehensive Safety Action Plan (CSAP) is the City's roadmap to reduce traffic-related injuries and fatalities while improving mobility for all.

This plan isn't just a document, it's the commitment the City has made to the community, with safety at the forefront. City staff, community members, first responders, elected officials and many others played a huge role in shaping this plan and guiding it forward.

Engagement efforts revealed that residents are especially concerned about driver behavior, speeding, sidewalk conditions and safety along key corridors like MO 291. Survey and map feedback called for more visible crossings, better lighting, connected sidewalks and improvements around schools and intersections. These priorities helped shape where and how the City can make the biggest impact.

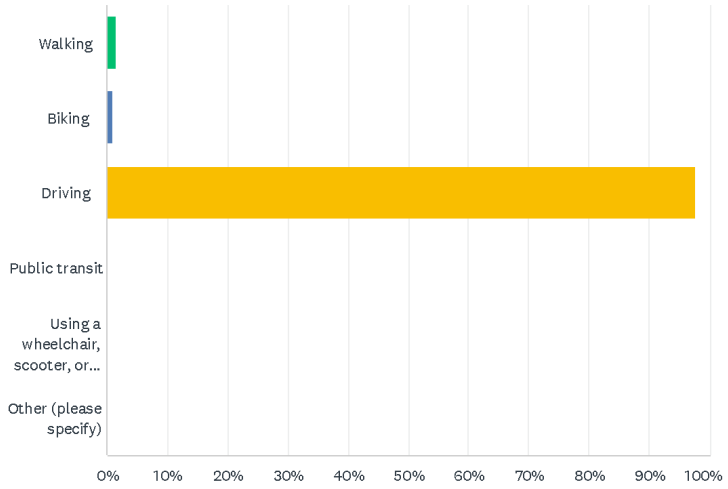
The CSAP is built on data, community feedback and proven best practices to identify areas of concern, how to best address them and ways to keep it moving for years to come. These changes won't happen overnight, but Liberty is leading this nationwide effort with determination and pride to prioritize projects, secure funding and implement meaningful changes that will make a long-lasting difference.

Comprehensive Survey Results

City of Liberty CSAP Survey

Q1 What is your main way of traveling in and around Liberty?

Answered: 127 Skipped: 1



ANSWER CHOICES	RESPONSES	
Walking	1.57%	2
Biking	0.79%	1
Driving	97.64%	124
Public transit	0.00%	0
Using a wheelchair, scooter, or other wheeled option	0.00%	0
Other (please specify)	0.00%	0
TOTAL		127

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

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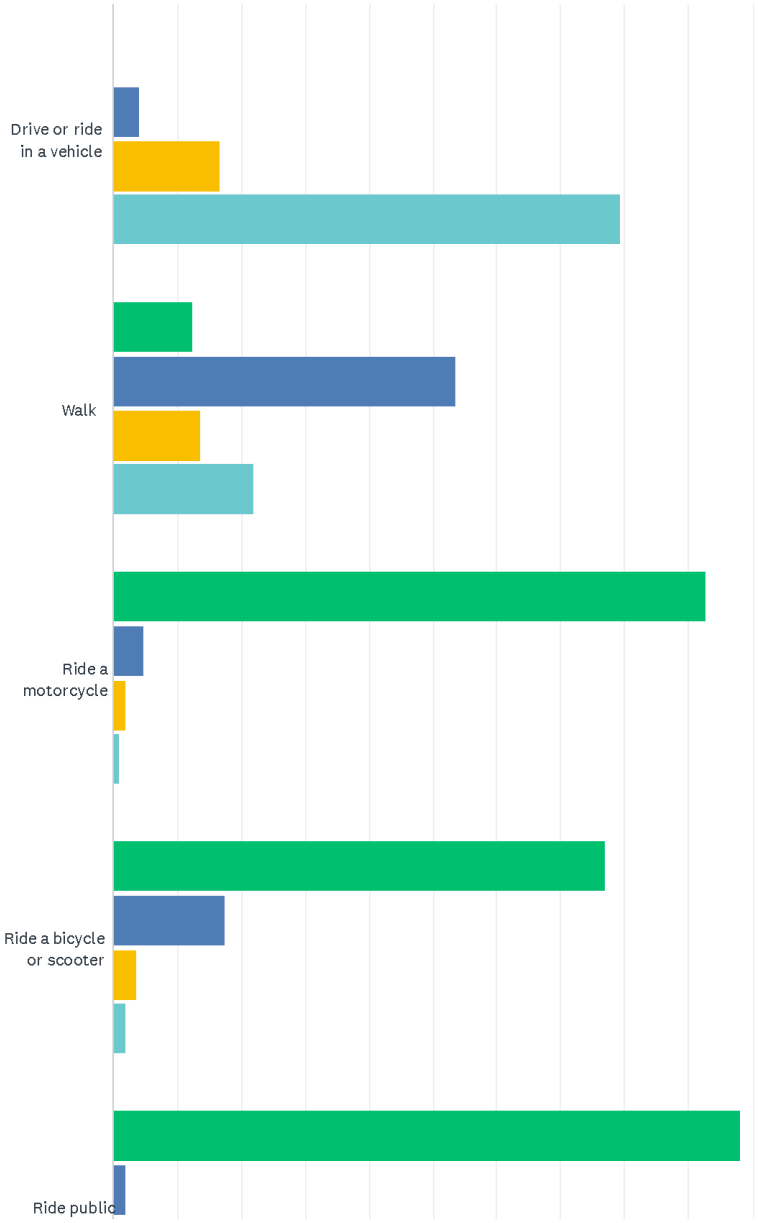
City of Liberty CSAP Survey

Q2 Please indicate the frequency at which you engage in the following behaviors. (Per week)

Answered: 127 Skipped: 1



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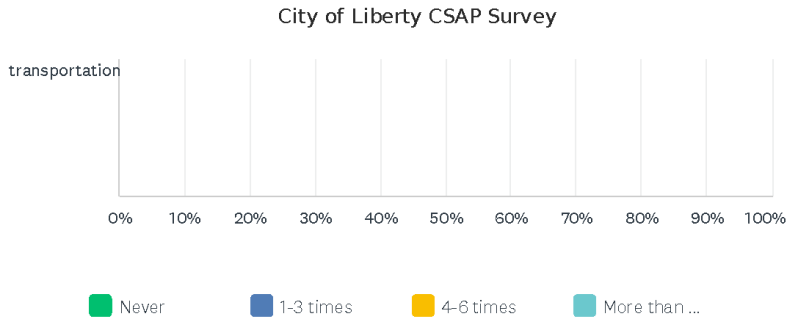

	NEVER	1-3 TIMES	4-6 TIMES	MORE THAN 6 TIMES	TOTAL RESPONDENTS
Drive or ride in a vehicle	0.00% 0	3.97% 5	16.67% 21	79.37% 100	126
Walk	12.33% 9	53.42% 39	13.70% 10	21.92% 16	73
Ride a motorcycle	92.66% 101	4.59% 5	1.83% 2	0.92% 1	109
Ride a bicycle or scooter	77.06% 84	17.43% 19	3.67% 4	1.83% 2	109
Ride public transportation	98.17% 107	1.83% 2	0.00% 0	0.00% 0	109

City of Liberty CSAP Survey

Q3 What is your greatest safety concern regarding streets in Liberty?

Answered: 110 Skipped: 18

#	RESPONSES	DATE
1	Intersections Sidewalks Outdated intersections, 291 & Missouri Ct specifically. Need more sidewalks	3/20/2025 3:05 PM
2	Bike Lanes Safety Sidewalks Being hit because of inadequate pedestrian options	3/14/2025 10:31 PM
3	Driver Behavior Distracted drivers. I have also noticed a lot of marijuana smells coming from cars while driving and not just on Highways and observed drivers smoking marijuana while driving.	3/14/2025 10:16 AM
4	Driver Behavior Driving habits are awful....running red lights/swerving in and out of traffic etc...	3/13/2025 12:51 PM
5	Speed Drivers speeding!	3/13/2025 5:18 AM
6	Road Conditions Visibility Striping not being visible, pot holes	3/12/2025 9:08 PM
7	Sidewalks 100% of a school walking zone should be connected by continual sidewalk on both sides. Look for gaps to fill and opportunities to build trails to shorten distance. An example is at South Valley MS. There is no direct path from the flintlock flyover to the baseball field, adding 0.75 miles to reach it on pavement. There is no sidewalk from Glenaire. Look at the long detour from 1706 Oak Leaf. The sidewalk ends, best case the route is a third of a mile longer due to a gap	3/12/2025 2:55 PM
8	Driver Behavior dangerous drivers	3/12/2025 10:25 AM
9	Sidewalks The lack of sidewalks in many neighborhoods, especially around schools and parks, where children are walking more. Around the square particularly, I worry about active shooter or other mass casualty situation, because I don't know where we'd be allowed to shelter (i.e. would we be allowed into the Courthouse?) and the buildings are often attached to each other making very long, straight lines you have to run in to get away.	3/12/2025 9:41 AM
10	Sidewalks Conditions of sidewalks	3/12/2025 9:31 AM
11	Road Conditions Speed High vehicle speeds and poor street design.	3/11/2025 11:52 PM
12	The homeless population.	3/11/2025 10:38 PM
13	Highways Intersections Too much congestion especially on Hwy 152. But also at Hwy 152 and 291 intersection and the stoplight congestion along 291 leading to I-435. Secondly, I would like to see a roundabout placed at Rt 291 and NE Sherman Road/NE Reinking Road. I understand this is technically Kansas City but the traffic can back up on NE Sherman for several minutes where a roundabout would eliminate the congestion and result in necessary speed reductions while approaching Liberty.	3/11/2025 8:49 PM
14	Driver Behavior Bad drivers and People that like to jog or walk in the roadway, especially at night.	3/11/2025 7:29 PM
15	Driver Behavior Not enough officers out for traffic enforcement. Distracted drivers and road rage incidents are increasing.	3/11/2025 7:13 PM
16	Highways Nashua Road traffic speed and 291 and Glenn hendren intersection	3/11/2025 6:11 PM
17	Infrastructure potholes	3/11/2025 4:27 PM
18	Speed Speed	3/11/2025 4:15 PM
19	Driver Behavior Other drivers	3/11/2025 10:43 AM
20	Driver Behavior distracted drivers	3/11/2025 9:51 AM
21	Road Conditions Potholes	3/11/2025 9:37 AM

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City of Liberty CSAP Survey

22	Driver Behavior People not paying attention.	3/11/2025 8:39 AM
23	Firetrucks blaring horns ehind you pushing cars out into on coming green light traffic.	3/11/2025 8:33 AM
24	Road Conditions uneven surfaces, potholes	3/11/2025 8:12 AM
25	Driver Behavior Other drivers	3/11/2025 8:07 AM
26	Infrastructure Protruding objects (trees, vehicles, etc)	3/11/2025 8:06 AM
27	Intersections The amount of traffic congestion in the area of the Kansas Corridor, especially in the late afternoon. The intersection of Stewart and Conistor could also use some looking into.	3/11/2025 7:43 AM
28	Infrastructure Streey parking	3/11/2025 7:27 AM
29	Driver Behavior Unsafe drivers	3/11/2025 7:24 AM
30	Driver Behavior Drivers running red lights	3/11/2025 7:22 AM
31	Infrastructure Pot holes destroying my car. Lights that are not synced.	3/11/2025 7:13 AM
32	Road Conditions pavement markings	3/10/2025 5:57 PM
33	Bike Lanes No designated bike lanes.	3/6/2025 11:52 AM
34	Highways Intersections The number of vehicles that run red lights on 152.	3/5/2025 12:48 PM
35	Highways Intersections The safety of SR 291 through Liberty and the failure of MODOT to keep the roadway safe and current	3/4/2025 1:43 PM
36	Accidents near the high schools	3/4/2025 12:48 PM
37	Driver Behavior Cell phone use while driving	3/3/2025 6:34 AM
38	Highways Significant backups on NB M-291 approaching the M-291/Kansas St. intersection. I was involved in a vehicle accident on July 3, 2024 because traffic in the left lane were backed up beyond the Taco Bell. Someone tried to make a left turn into the Taco Bell and didn't see me.	3/2/2025 11:21 AM
39	Highways Sidewalks Lack of sidewalks and crosswalks around major roads. I could easily walk to all of my errands if I felt it was safe to cross 152 and 291 and walk along Glen Hendron.	3/2/2025 11:00 AM
40	Sidewalks There are a lot of streets with either very narrow, or no sidewalks, so when I run 3 times a week, I am often have to run in the street with cars. It is dangerous!	3/1/2025 7:13 PM
41	Speed The lack of courtesy by drivers AND the wanton disregard of the posted speed limits, ESPECIALLY on the side streets near and around The Square. The 25 mph speed limit is a joke; North Water and North Missouri Streets, from Mississippi to Gordon are a raceway, with vehicles traveling at 40+ miles per hour. It will take a person getting KILLED before anything is done.	3/1/2025 5:37 PM
42	Highways Intersections At the intersection of 291 and Liberty Drive, people run the left turns stop lights nearly every time they occur. It almost seems they are timed badly. I see near accidents from left turns there almost every day. Also, the turn into City Park from 291 is dangerous. As you may already know, there have already been fatal accidents here. I witnessed one while sitting in the park as my kids played. There should be four way stop lights at 291 and Kent. Southbound 291 right turn lane at Blue Jay Drive should be widened. A right turn lane should also be added at Southbound 291 and North Stewart Road.	3/1/2025 4:39 PM
43	Road Conditions up keep of the roads. enhance shoulders in some places - like Glenn Hendren.	3/1/2025 3:38 PM
44	The Damn Loonies on the streets!	3/1/2025 3:35 PM
45	Bike Lanes Sidewalks Non existing bicycle lanes and wide sidewalks	3/1/2025 11:00 AM

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City of Liberty CSAP Survey

46	Highways Intersections Sidewalks I wish there were more traffic lights with pedestrian acticated buttons. I also with there was a light or an overpass for foot and bicycle traffic over 291 so make it much safer for people to walk to city park from the south. I have seen many dodge the heavy 291 traffic to cross to the park. It is an accident waiting to happen.	3/1/2025 10:51 AM
47	Sidewalks No sidewalks in some areas.	2/28/2025 11:03 PM
48	Sidewalks Lack of sidewalks	2/28/2025 9:59 PM
49	Sidewalks Pedestrians who don't feel safe walking on sidewalks in need of repair.	2/28/2025 8:31 PM
50	Intersections vehicles running red lights	2/28/2025 6:50 PM
51	Sidewalks Crosswalks along Kansas Street. Speeders along Nashua Rd and N Ridge Ave	2/28/2025 6:10 PM
52	Safety Sidewalks Vehicles not paying attention, speeding, running stop signs, not slowing down at crosswalks for pedestrians,	2/28/2025 4:40 PM
53	Safety Safety for children walking to and from school and Safety of all pedestrians	2/28/2025 4:21 PM
54	Highways Intersections My greatest concern is no sidewalks for walkers on 291 south of withers. For example, many moms with babies walk to Coty park on the 291 shoulder, and it seems very dangerous. It's been our greatest concern as a family for some time.	2/28/2025 3:48 PM
55	idiots	2/20/2025 8:32 AM
56	Bike Lanes Sidewalks 1) inconsistent sidewalks…they start and end randomly. 2) lack of dedicated bicycle lanes. Public attitudes are sometimes aggressive against cyclists for no good reason.	2/20/2025 7:10 AM
57	Sidewalks Lack of sidewalks in some areas. Lack of improvement on Church Road/Highway A going north	2/19/2025 9:31 PM
58	Intersections One way bridge on Missouri. Add a left turn lane from Withers to S Wales. A ton of people turn there stopping traffic for those in that lane potentially causing accidents. The intersection at Ruth Ewing and birmingham is on a slope limiting sight distance for safe turning.	2/19/2025 9:05 PM
59	Road Conditions Having potholes, debris cleaned up.	2/19/2025 8:55 PM
60	Safety Other driver's disregard for safety.	2/19/2025 8:37 PM
61	Infrastructure Traffic-specifically having a dual left lane at Chick filet. Everyday cars cut over into the straight lane almost causing accidents when it clearly says right lane turn only. Also people blocking intersections since lights don't synch	2/19/2025 8:36 PM
62	Intersections Safety People who run red lights!	2/19/2025 6:51 PM
63	Infrastructure The amount of semi truck traffic that is moving through neighborhood streets (clearly marked as NO semi traffic allowed). This is a direct result of the developments on South Liberty Parkway and needs to stop.	2/19/2025 4:46 PM
64	Speed Too many folks driving too fast and/or weaving in and out of traffic.	2/19/2025 4:30 PM
65	Driver Behavior People not stopping at stop signs and on their phone	2/19/2025 3:23 PM
66	Road Conditions Sidewalks Fill potholes quickly. Remark all pedestrian walkways.	2/19/2025 3:08 PM
67	Sidewalks Not enough speed bumps in neighborhoods and or around walking trails and parks	2/19/2025 12:10 PM
68	Intersections Crossing them	2/19/2025 5:03 AM
69	Intersections Sidewalks Safe crossings of	2/18/2025 10:27 AM

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City of Liberty CSAP Survey

		Liberty's highways, especially 291, for non vehicular traffic.	
70	Sidewalks	proper sidewalks and crosswalks in all areas	2/17/2025 4:29 PM
71	Driver Behavior	people don't drive at the posted speed limit	2/16/2025 6:00 PM
72	Driver Behavior	Drivers speeding and failing to follow traffic laws.	2/16/2025 4:06 PM
73	Intersections	Turning cars	2/16/2025 11:36 AM
74	Driver Behavior	Speeding on main streets through residential—Forrest/Subset from Kansas to Mill Street as an example.	2/15/2025 2:49 PM
75	Sidewalks	Pedestrian walking in the street	2/15/2025 12:54 PM
76	Intersections	The pedestrian crosswalk on Mill Street. And 291 between Kansas street and 35–near McKnight eye center. Also, the lines need to be repainted on 291 around the area of 35/near pleasant valley church and the new price chopper. That area is very hard to see the lines at night.	2/15/2025 10:42 AM
77	Infrastructure	No way to keep traffic moving for those just passing through and allowing those that need to get to somewhere specific.	2/15/2025 9:36 AM
78	Bike Lanes Sidewalks	Lack of pedestrian routes and bike lanes	2/15/2025 9:05 AM
79	Bike Lanes	Lack of bike lanes and pedestrian crossing signals along 152 & 291 rendering the city transportationlly segregated to anything other than a vehicle	2/15/2025 8:53 AM
80	Infrastructure Sidewalks	No snow removal on major streets, sidewalks on Kansas, MO 291, Mississippi, Lightburn, Mill St, etc. Walkers have to use the streets!	2/15/2025 6:34 AM
81	Driver Behavior	Individuals running red lights. Unsafe turns in/out of side streets into main roads.	2/15/2025 6:01 AM
82	Intersections	Blind intersections	2/15/2025 5:58 AM
83	Driver Behavior	Other drivers, running red lights through intersections and increasing speed at yellow lights.	2/15/2025 5:18 AM
84	Driver Behavior	other drivers	2/15/2025 3:43 AM
85	Infrastructure	There are multiple streets and establishments that you should not be able to pull out of with the amount of traffic that goes through.	2/15/2025 3:07 AM
86	Infrastructure	Streets unable to reliably handle the traffic.	2/15/2025 12:39 AM
87	Road Conditions	Potholes and storm drains on the 291 shoulders that create driving hazards. So many semi trucks on south Liberty parkway.	2/15/2025 12:10 AM
88	Highways	Making turns on 291 through town.	2/14/2025 11:05 PM
89	Highways Infrastructure	Storm drains in the driving lane on northbound 291 between Liberty Drive and 152. I also think there should be a turn lane on northbound 291 for Claywoods Drive. A lot of cars turn here while other cars are flying past at highway speeds.	2/14/2025 11:04 PM
90	Driver Behavior	Inattentive drivers. People on their cell phones while driving!	2/14/2025 10:49 PM
91	Bike Lanes Infrastructure Sidewalks	As a pedestrian my greatest concern is the condition of the sidewalks whether it be the unevenness or the lack of keeping them clean. Also the lack of sidewalks and having to walk in the street at times.	2/14/2025 10:31 PM
92	Sidewalks	Sidewalks, lack of them or poor maintaining of them.	2/14/2025 6:38 PM
93	Speed	Some are not patrolled enough. Withers has turned into a race track.	2/14/2025 6:31 PM

City of Liberty CSAP Survey

94	Driver Behavior People running stop signs.	2/14/2025 5:11 PM
95	Sidewalks There is not a sidewalk on Ridge from College St to Kansas Street. Nor from Kansas Street across south on Ridge over to Liberty Drive. People must walk in the street. Students are walking in the street as well as anyone else wanting/ needing to walk this way. ALSO, from Jefferson and Mississippi Street west to Ridge, there is no sidewalk. PLEASE, PLEASE remedy this!	2/14/2025 5:08 PM
96	Intersections Safety Intersection of Cemco Dr & Conistor. We need a Blinking Caution Sign to slow down drivers and avoid collisions	2/14/2025 3:11 PM
97	Highways Sidewalks There are no sidewalks on certain busy streets such as 291 and 152.	2/14/2025 3:07 PM
98	Driver Behavior Drivers not paying attention and driving too fast.	2/14/2025 2:33 PM
99	Intersections Lightburne Street and Doniphan Street intersect at the crest of a blind hill. There is no what to safely exit Doniphan Street onto Lightburne, because oncoming traffic is not visible.	2/14/2025 2:03 PM
100	Bike Lanes Bicycle trails are not well connected.	2/14/2025 1:44 PM
101	Safety Sidewalks Pedestrian safety. As I drive in Liberty I see pedestrians having difficulty crossing Highway 152 and Highway 291.	2/14/2025 1:36 PM
102	Sidewalks There needs to be more sidewalks. So many children don't have a sidewalk to safely ride their bike or walk along Kings Highway and Manchester Rd.	2/14/2025 1:18 PM
103	Driver Behavior Distracted drivers looking at their phones instead of other drivers/motorcycle riders/bikers.	2/14/2025 1:11 PM
104	Driver Behavior Inattentive drivers	2/14/2025 12:54 PM
105	Sidewalks Safe crossing for pedestrians	2/14/2025 12:38 PM
106	Road Conditions Some of the potholes on MODOT roads are so bad and I know those are not for Liberty to address, but they are in Liberty and a huge problem. Also the lines on streets need painted more often, especially crosswalks so they are visible.	2/14/2025 12:25 PM
107	Intersections M-291 at Stewart. Always getting cut off by people failing to yield while left turning onto 291 from Stewart. Ban left turns there and that problem will be solved.	2/14/2025 12:20 PM
108	Highways Intersections Intersection at 291 across from the Chevy dealer. Will be happy when that project is complete. Thank you!	2/14/2025 12:08 PM
109	Safety Residents block sidewalks with vehicles and force walkers into the street. There should be enforcement of not blocking sidewalks.	2/14/2025 12:07 PM
110	Intersections it is not asked on this survey -- but the worst intersection (for me) is Ridge/Kansas and that light that seems timed to ALWAYS stop every car from whatever direction it might be coming! -- and then keeping it stopped while no cars go through the intersection. The WORST light signal in Liberty!	2/14/2025 10:50 AM

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City of Liberty CSAP Survey

Q4 Do you feel there are specific streets or areas in Liberty where the speed limit should be reduced to enhance safety? If yes, please provide the locations and any concerns you have about those areas.

Answered: 82 Skipped: 46

#	RESPONSES	DATE
1	No	3/20/2025 3:05 PM
2	No.	3/14/2025 10:16 AM
3	291 highway	3/13/2025 12:51 PM
4	Flintlock north Flintlock (KCMO maybe-needs speed bumps—racing nightly) most residential neighborhoods. 291 (north of 152).	3/13/2025 5:18 AM
5	NA	3/12/2025 9:08 PM
6	Any street with businesses. (Ex. Kansas) The goal should be slow down speeds, make it easier to see the businesses, not drive past them in a fraction of a second.	3/12/2025 2:55 PM
7	No, I feel like the speed is fine as long as people follow it. Having reminders up like the Radar Wagon thingies helps and it would be nice to see those around schools and parks too (you know, where there's no sidewalks and the kids have to walk in the street)	3/12/2025 9:41 AM
8	Not at this time	3/12/2025 9:31 AM
9	152 /W Kansas St from 435 to N Ridge Ave.	3/11/2025 11:52 PM
10	No	3/11/2025 10:38 PM
11	Hwy 152 along the triangle must be reduced 5-10mph and the overpass needs to be a complete diverging diamond- how it is now makes less sense and especially when we see how congestion along I-35 is multiplied because of the 3 exits from Pleasant Valley through to Hwy 291.	3/11/2025 8:49 PM
12	yes, the speed limit on Birmingham should be reduced to 25 or 30 instead of 35	3/11/2025 7:29 PM
13	Refer to #3	3/11/2025 6:11 PM
14	I'd like to see speed bumps placed in neighborhoods to slow down traffic (specifically Claywoods drive).	3/11/2025 4:27 PM
15	No	3/11/2025 4:15 PM
16	No	3/11/2025 9:51 AM
17	no	3/11/2025 9:37 AM
18	Maybe 291 north of kansas to I35.	3/11/2025 8:33 AM
19	no	3/11/2025 8:12 AM
20	N/A	3/11/2025 8:06 AM
21	The speed limit on 291 should be consistent. Throughout the developed portion of Liberty, it should be 40 MPH. There are currently three speed limits on 291 inside our city limits, 55, 45 and 40. The speed limit should be 40 mph from the north city limits to the railroad bridge south of Missouri Ct.	3/11/2025 7:43 AM
22	None	3/11/2025 7:27 AM
23	291 should be 40 between Glenn Hendren Dr. and College St.	3/11/2025 7:24 AM
24	no	3/11/2025 7:22 AM

City of Liberty CSAP Survey

25	Unknown	3/11/2025 7:13 AM
26	No, it doesn't help if people don't obey reduced speed limits.	3/10/2025 5:57 PM
27	Current speed limits on Liberty streets are acceptable. Enforcement of these speed limits is currently lacking.	3/6/2025 11:52 AM
28	On 152	3/5/2025 12:48 PM
29	We can reduce speeds and the drivers will still drive what they want	3/4/2025 1:43 PM
30	Kansas Street from Clayview to Ridge should be reduced to 35mph. The section from Ridge to Fairveiw should be 2 5mph.	3/4/2025 11:54 AM
31	No	3/3/2025 6:34 AM
32	No, the speed limits should not be lowered. I wish South Wales was marked at 35 MPH instead of 30 MPH.	3/2/2025 11:21 AM
33	Yes! Galatun and Nashua Roads the traffic is often going way over the speed limit. If we reduced it by 5 miles per hour it would help it be safer for children, pedestrians, bikers and residents.	3/1/2025 7:13 PM
34	Streets north of Mississippi, east of Gallatin, west of Lightburne.	3/1/2025 5:37 PM
35	People always speed a little bit, so if all limits were lowered 5 mph that would probably be right. (Not that I think that will happen.)	3/1/2025 4:39 PM
36	No, but a number need to be patrolled on a regular basis!	3/1/2025 3:35 PM
37	Kansas Ave from Fairview east to downtown	3/1/2025 11:00 AM
38	291 by city park	3/1/2025 10:51 AM
39	-NA-	2/28/2025 8:31 PM
40	See above	2/28/2025 6:10 PM
41	So Wales is the street I notice the most since I live on Buckingham. Two schools are nearby and the road has hills.	2/28/2025 4:40 PM
42	Mississippi St from Jewell Street to Ridge. Many children use this street to walk to school. The sidewalks are not adequate. There are no sidewalks on either side of the street between Maple and Fairview. This is particularly dangerous for pedestrians because there's a tight curve in the road and residents yards are steep. There are only short stretches of sidewalks from Fairview to Ridge. I live on Mississippi St and rarely see any enforcement of the speed limit. More lighting and flashing lights at pedestrian crossings would improve the safety for the many pedestrians I see on Mississippi St. every day.	2/28/2025 4:21 PM
43	152/291 intersection, 291 by City Park Liberty Drive by Canterbury	2/20/2025 8:32 AM
44	Not sure	2/19/2025 9:31 PM
45	No, seems all appropriate.	2/19/2025 8:55 PM
46	Kansas Street east of 291 should be reduced to 35 and then to 25 easy of Ridge.	2/19/2025 8:43 PM
47	Buckingham reduce to 25.	2/19/2025 8:37 PM
48	Kansas Ave from I35 to 291	2/19/2025 8:36 PM
49	It isn't about speed limits, it is about enforcement of those speed limits. The current limits are appropriate.	2/19/2025 4:46 PM
50	291 N. bound starting at Ruth Ewing.	2/19/2025 4:30 PM
51	No	2/19/2025 3:08 PM
52	Yes, reduce speeds on south view drive. There is a walking trail across from the neighborhood. This road should have speed bumps and crosswalks in place as well as reducing speeds to 30mph. Kids ride bikes and walk to the bus stop to and from on this road. It is not safe!! A fatality happened on this road in September of 2018!	2/19/2025 12:10 PM

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53	yes. All roads in and out of downtown should be 25 or under.	2/17/2025 4:29 PM
54	291 throughout Liberty	2/16/2025 4:06 PM
55	Lincoln Street	2/15/2025 12:54 PM
56	Yes and no. 291 traffic needs to slow down through Liberty, but if that happens it will cause massive backups and take significantly longer to get to destination. Worst area is on 291 between Kansas St. and 35 overpass. Possible bypass highway would help, but not sure how/where/if that could be done with all the homes and businesses in the area.	2/15/2025 9:36 AM
57	Drivers go to fast on South Wales especially from Chauncey to Amesbury	2/15/2025 9:35 AM
58	Enforcement of existing speed laws is my main concern, specifically on residential streets	2/15/2025 9:05 AM
59	I can only speak to the areas I utilize daily and liberty drive is 35mph and no one drives that limit- I would say 30mph but who will adhere. Same with south Wales it is 30mph but people drive too fast- There is only 1 pedestrian crossing spot by the middle school other than the lights at Withers & liberty drive. Along 291 btw brown & WITHERS speeds don't match the number of cars and semis accessing the area	2/15/2025 8:53 AM
60	Kansas on the west end seems to be the worst.	2/15/2025 6:34 AM
61	Speed limits are fine.... If they were followed by drivers.	2/15/2025 6:01 AM
62	Cut the brush and trees at High street and Liberty Drive	2/15/2025 5:58 AM
63	Kansas between 291 and Heritage MS. 40 mph is exceeded much of the time.	2/15/2025 5:18 AM
64	No	2/15/2025 3:43 AM
65	No	2/15/2025 3:07 AM
66	Lightburne beteeen Doniphan and Mill. Mill between Lightburne and the WJC entrance.	2/15/2025 12:39 AM
67	No	2/15/2025 12:10 AM
68	291, roads near Liberty North.	2/14/2025 11:05 PM
69	291 northbound and southbound between Old 210 and Leonard. This section should be reduced to 45 or 50. There are a lot of cars turning or crossing the highway or stopping for red lights. People will drive 10+ mph over the limit. Reducing the speed limit may slow people down and increase safety.	2/14/2025 11:04 PM
70	Liberty	2/14/2025 10:49 PM
71	Yes!! Nashua. Kids walk and ride bikes up and down that street all the time from school, bus stops, and churches. A lot of times there are blind corners and if kids are trying to cross the street it's almost impossible.	2/14/2025 6:38 PM
72	Withers	2/14/2025 6:31 PM
73	There actually need to be speed control on Mississippi St east and west, Ridge to Gallatin. I live on Mississippi street and witness EVREY day people speeding. (of course, not now with Mississippi closed at Fairview.)	2/14/2025 5:08 PM
74	291 Kansas Street/Franklin Lightburne	2/14/2025 2:33 PM
75	The intersection of Lightburne and Doniphan.	2/14/2025 2:03 PM
76	Yes, Kings Highway, Manchester Rd and the road to the Liberty High school. People fly down these streets almost hitting pedestrians.	2/14/2025 1:18 PM
77	No - generally, speed is not the issue. In fact, I think lower speed limits in limited areas will create inconsistencies in application and INCREASE the liklihood of accidents due to broadening the speed differential amongst users of those areas.	2/14/2025 1:11 PM
78	No	2/14/2025 12:54 PM
79	The corner of Of Liberty Dr. near Glenaire. People tend to speed around that corner sometimes.	2/14/2025 12:38 PM
80	Speed limits where I drive are appropriate except for Church Rd between 152 and 291 should	2/14/2025 12:20 PM

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	be changed back to 45mph like it used to be. 45mph is appropriate for that road and what is on Church.	
81	No	2/14/2025 12:08 PM
82	Canterbury.....some folks seem to think this is the Indy 500.	2/14/2025 12:07 PM

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City of Liberty CSAP Survey

Q5 Do you feel there are specific streets or areas in Liberty where sight distance should be improved to enhance safety? If yes, please provide the locations and any concerns you have about those areas.

Answered: 68 Skipped: 60

#	RESPONSES	DATE
1	Next to the McDonalds on 291 & Brown. There is an intersection where sight is blocked by their dumpster. Through traffic doesn't stop and the side that stops can't see.	3/20/2025 3:05 PM
2	Donovan and lightburn	3/14/2025 10:31 PM
3	No.	3/14/2025 10:16 AM
4	None	3/13/2025 5:18 AM
5	I can't think of anything specific at the moment.	3/12/2025 9:08 PM
6	Franklin and Fairview. I would turn it into a full stop. It's cars trying to race uphill causing the issue. But this enables someone at the two way stop to miss the kid crossing in front of them as they focus downhill rather than towards the school	3/12/2025 2:55 PM
7	I cannot think of any except in the summer sometimes the brush overgrows in the yards along 291 between City Park and 152, and it makes it sometimes difficult to pull onto 291 out of these neighborhoods	3/12/2025 9:41 AM
8	No	3/12/2025 9:31 AM
9	No	3/11/2025 10:38 PM
10	When I exit I-35 from the north to Hwy 291 the crosswalk decorated fence provides a dilemma between pedestrian safety and visual block for drivers from oncoming traffic.	3/11/2025 8:49 PM
11	The bushes at Liberty Drive and 291 are for some silly aesthetic image but all they do is reduce visibility for people trying to merge onto northbound 291 southbound Liberty Dr. It is extremely dangerous.	3/11/2025 7:29 PM
12	West Franklin street heading towards Fairview. People consistently drive in an unsafe manner all times of the day. Intersection of 291 & Liberty Drive turning north on (291). Merge lane is too short and the plants in the median make it difficult to see oncoming traffic. ASLO the intersection of 291 & Stewart rd by the tv lot needs to be closed down to LEFT TURNS onto 291. We've already had multiple fatality accidents there and after being told that intersection would be closed to left turns over a YEAR AGO nothing has been done. Accidents are still occurring there.	3/11/2025 7:13 PM
13	Refer to #3	3/11/2025 6:11 PM
14	No	3/11/2025 4:15 PM
15	No	3/11/2025 9:51 AM
16	no	3/11/2025 9:37 AM
17	291/Stewart Rd. and 291 from Middlebrook to Kansas St.	3/11/2025 8:39 AM
18	Anywhere a sight line from vehicle to on coming traffic. I.e. bushes, retaining walls, signs, fences, etc.	3/11/2025 8:33 AM
19	no	3/11/2025 8:12 AM
20	The embankment on the southeast corner of Ridge and Mississippi is a vision obstruction when turning from westbound Mississippi onto Ridge.	3/11/2025 7:43 AM
21	None	3/11/2025 7:27 AM

City of Liberty CSAP Survey

22	N. Lightburne and Doniphan St. Poor sight distance at the hillcrest.	3/11/2025 7:24 AM
23	Trees being placed in the right of way once they start to grow they cause sight distance issues, along with people planting shrubs and other things in the right of way. Ridgeway and Northpoint dont know exact address but you can't miss it looking north off of Northpoint.	3/11/2025 7:22 AM
24	Unknown	3/11/2025 7:13 AM
25	No.	3/6/2025 11:52 AM
26	No	3/5/2025 12:48 PM
27	Yes. Birmingham Rd at Skyline. Challenging to see to the South from Birmingham due to vegetation in the creek. Also Murray Rd at Lightburne/Leonard.	3/4/2025 1:43 PM
28	Downtown. Too many decorations/planters	3/3/2025 6:34 AM
29	Glen Hendron	3/2/2025 11:00 AM
30	The intersection of north Water and McCarty streets and Missouri and McCarty streets needs to be 4 way stops.	3/1/2025 5:37 PM
31	City park needs something, not sure a light, but something. It is a race track through there.	3/1/2025 10:51 AM
32	Intersection of Moss and Liberty Drive going towards Mill St.	2/28/2025 11:03 PM
33	On Ridge from Mississippi Avenue to Newton Ridge	2/28/2025 9:59 PM
34	Wherever vegetation is unmanageable and blocking the view.	2/28/2025 8:31 PM
35	The area around 291 and So Withers. Horrible traffic situation due to hills (Quicktrip, Sonic, Price Chopper where cars leaving businesses can't see traffic	2/28/2025 4:40 PM
36	As stated above, on Mississippi St between Maple and ridge.	2/28/2025 4:21 PM
37	Corner of Birmingham and Skyline --trees in the fall turning left from Birmingham. I think there are others but that is the one I think of the quickest because I drive it every day.	2/19/2025 9:31 PM
38	Ruth Ewing and Birmingham should have at least a mirror like on doniphan or better sight distance.	2/19/2025 9:05 PM
39	Culvers entrance only mess I noticed..	2/19/2025 8:55 PM
40	The roundabouts between Hyvee and Lowes. Cut down the decorative foliage- it Block the traffic	2/19/2025 8:36 PM
41	There are residential areas throughout Liberty where there is vegetation overgrowth or fencing obstructions that create challenges with sight distance.r	2/19/2025 4:46 PM
42	??	2/19/2025 4:30 PM
43	N/a	2/19/2025 12:10 PM
44	Can the light at Skyline/291 have a warning signal further north since southbound can't see through the rail bridge.	2/18/2025 10:27 AM
45	Mississippi, Liberty Drive, Mill Street, Lightburne	2/17/2025 4:29 PM
46	Not at this time	2/16/2025 4:06 PM
47	The intersection at South Whales and Withers Road needs to have turn arrows at the stop light. If turning into Liberty Run housing edition from north it is difficult to see if there is a truck or large vehicle to know if the traffic is clear to go on a solid green light due to limited vision and cars pulling out from behind a vehicle that is turning and yielding to oncoming traffic.	2/15/2025 9:45 AM
48	Yes, quite a few in downtown Liberty. Lightburne has a few spots, and several others.	2/15/2025 9:36 AM
49	Between Welleslay and Canterbury off of South Wales	2/15/2025 9:35 AM
50	High drive & liberty drive. Limited sight from the south to turn out of canterbury subdivision either direction on to liberty drive. Combine that with people driving too fast and it's a pedestrian crossing spot.	2/15/2025 8:53 AM

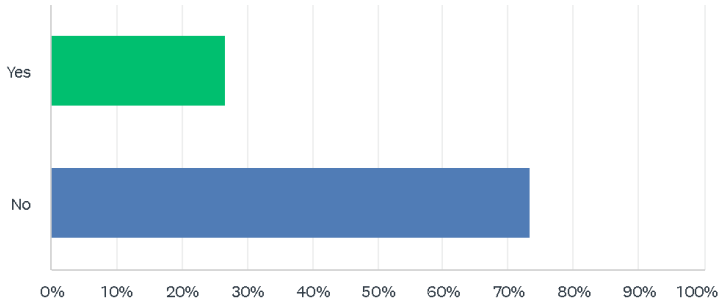
City of Liberty CSAP Survey

51	The curve between Kansas and Mill St, mainly between Kansas/Ridge and the stoplights at Liberty Drive. Way too fast, with many drivers and no sidewalks.	2/15/2025 6:34 AM
52	The turn out of the hotels on 291 is awful.	2/15/2025 6:01 AM
53	See above	2/15/2025 5:58 AM
54	Forest Lane where it becomes Sunset. This is a very busy street coming off of Kansas towards Mill, bad curve.	2/15/2025 5:18 AM
55	No	2/15/2025 3:43 AM
56	Yes, pulling out of the multi business area by Chick Fil A. That whole area is also a blind spot between coming out of that parking lot and the parking lot with Five Guys.	2/15/2025 3:07 AM
57	Hilly roads near Liberty North (limited visibility).	2/14/2025 11:05 PM
58	Liberty drive at high drive. I walk and sometimes ride my bike and cross at this intersection. Half the time I try to cross there, drivers either don't see the crosswalk lights or they simply ignore them. I have actually stepped out one foot onto the road and put my hand up and people just ignore and don't slow down.	2/14/2025 10:49 PM
59	Yes. South on Ridge to Liberty Drive. At the stop sign there you have to pull out on the Liberty Drive to look east before turning right.	2/14/2025 5:08 PM
60	Cemco Dr and Conistor	2/14/2025 3:11 PM
61	Lightburne - on the hill, traveling north, by the water tower as you're leaving town.	2/14/2025 2:33 PM
62	The intersection of Lightburne and Doniphan.	2/14/2025 2:03 PM
63	Driving south on Kingston Drive and turning left, the sight distance is blocked by trees/brush that makes that turn dangerous.	2/14/2025 1:36 PM
64	Around Kings Highway, there's a turn that is hard to see around, a guy almost got hit there the other day walking.	2/14/2025 1:18 PM
65	None.	2/14/2025 1:11 PM
66	No	2/14/2025 12:54 PM
67	The intersection at Lightburne & Doniphan has always been a problem and the more and more WJC closes other ways to navigate through the campus the worse this gets at all the Greek life housing is off of Doniphan. That road needs shoulders, curbing, a sidewalk and the street repaved badley.	2/14/2025 12:25 PM
68	291 and Stewart road across from Chevrolet	2/14/2025 12:08 PM

City of Liberty CSAP Survey

Q6 Have you ever been injured in a traffic crash, or know a family member or friend who has been injured or killed in a traffic crash in Liberty?

Answered: 124 Skipped: 4

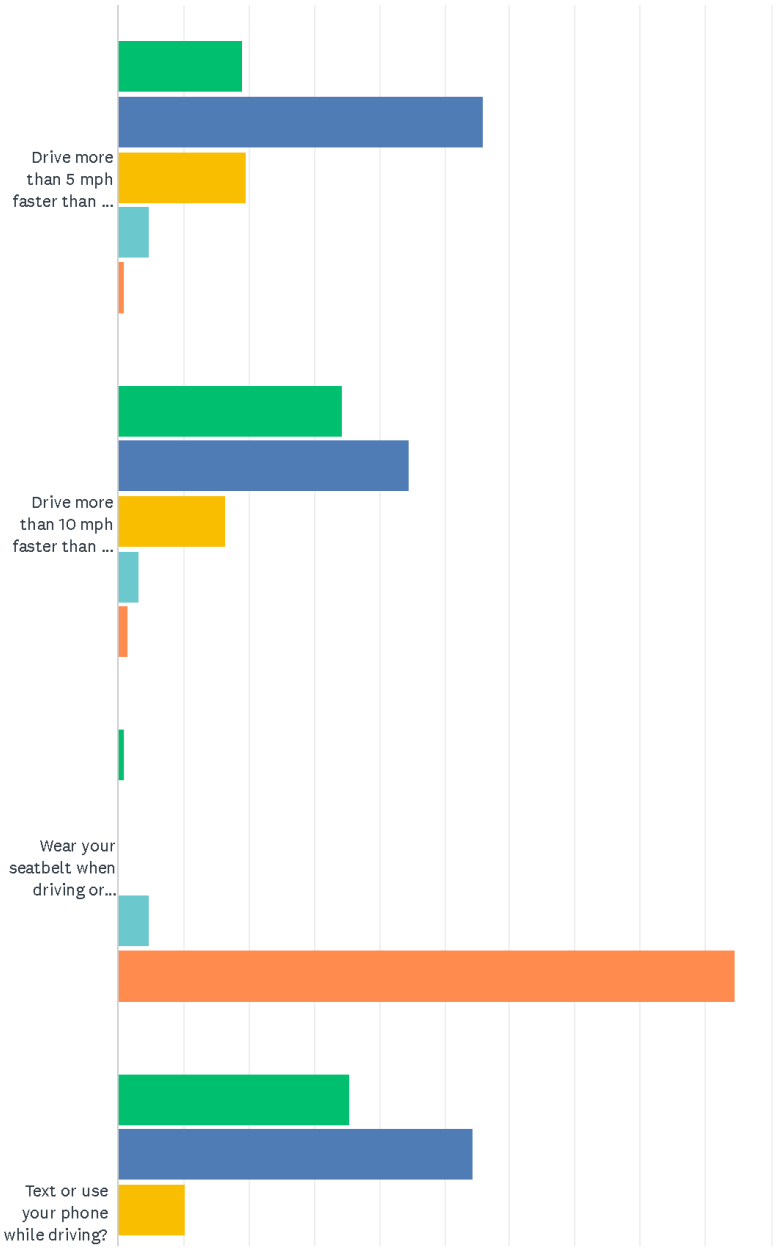


ANSWER CHOICES	RESPONSES	
Yes	26.61%	33
No	73.39%	91
TOTAL		124

City of Liberty CSAP Survey

Q7 Please indicate the frequency at which you engage in the following behaviors.

Answered: 128 Skipped: 0



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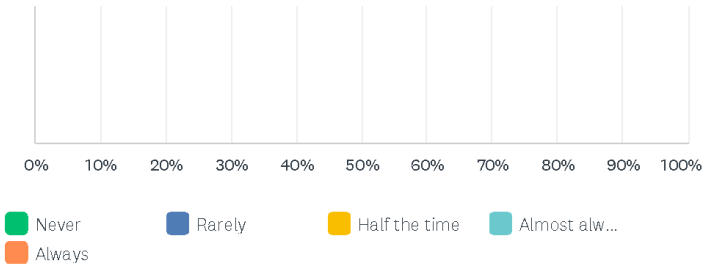
City of Liberty CSAP Survey

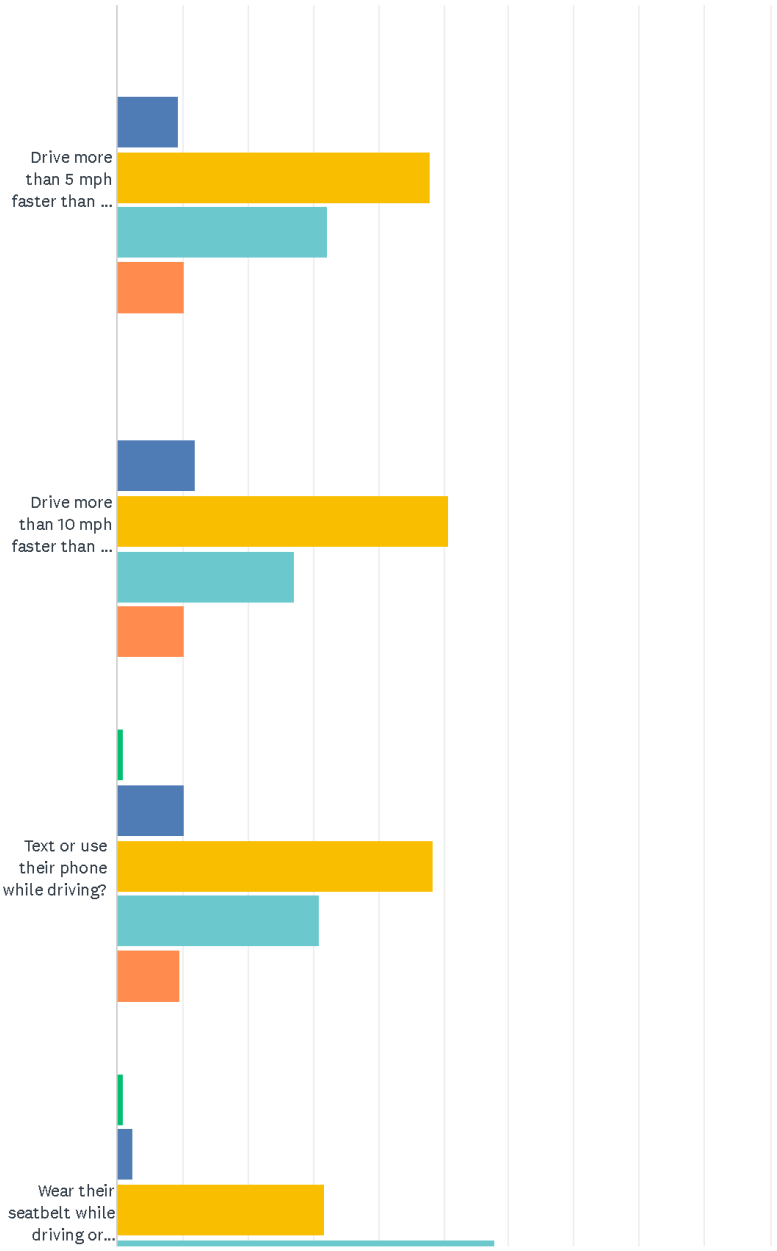


	NEVER	RARELY	HALF THE TIME	ALMOST ALWAYS	ALWAYS	TOTAL
Drive more than 5 mph faster than the posted speed limit on residential streets?	18.90% 24	55.91% 71	19.69% 25	4.72% 6	0.79% 1	127
Drive more than 10 mph faster than the posted speed limit on the highway?	34.38% 44	44.53% 57	16.41% 21	3.13% 4	1.56% 2	128
Wear your seatbelt when driving or riding in a car?	0.78% 1	0.00% 0	0.00% 0	4.69% 6	94.53% 121	128
Text or use your phone while driving?	35.43% 45	54.33% 69	10.24% 13	0.00% 0	0.00% 0	127

City of Liberty CSAP Survey

Q8 Please indicate the frequency at which you believe other people in Liberty engage in following behaviors.

Answered: 127 Skipped: 1



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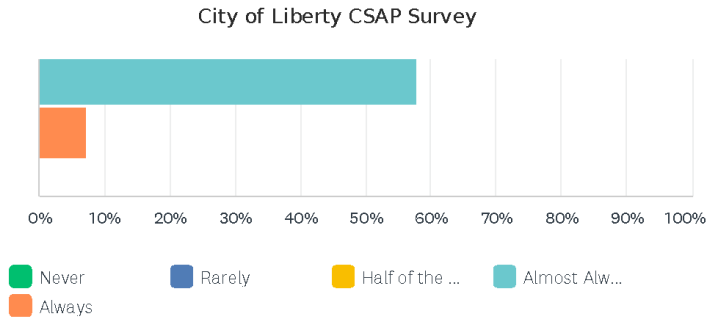
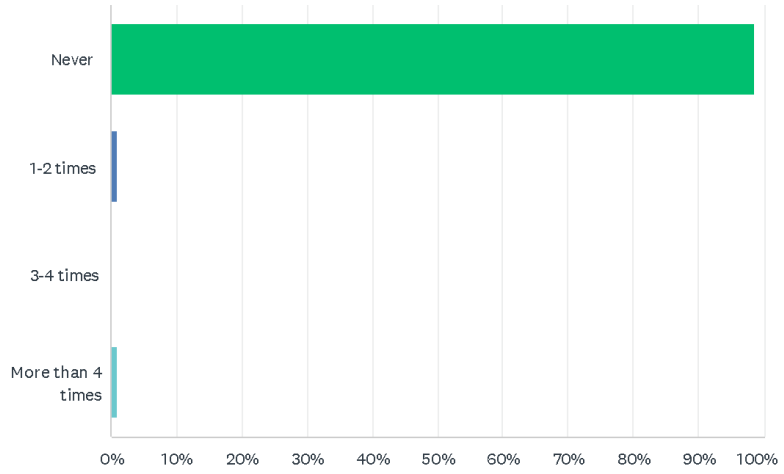


	NEVER	RARELY	HALF OF THE TIME	ALMOST ALWAYS	ALWAYS	TOTAL
Drive more than 5 mph faster than the posted speed limit on residential roads?	0.00% 0	9.45% 12	48.03% 61	32.28% 41	10.24% 13	127
Drive more than 10 mph faster than the posted speed limit the highway?	0.00% 0	11.90% 15	50.79% 64	26.98% 34	10.32% 13	126
Text or use their phone while driving?	0.79% 1	10.32% 13	48.41% 61	30.95% 39	9.52% 12	126
Wear their seatbelt while driving or riding in car?	0.81% 1	2.44% 3	31.71% 39	57.72% 71	7.32% 9	123

City of Liberty CSAP Survey

Q9 In the past month, how many times have you driven a vehicle while impaired by drugs or alcohol?

Answered: 128 Skipped: 0

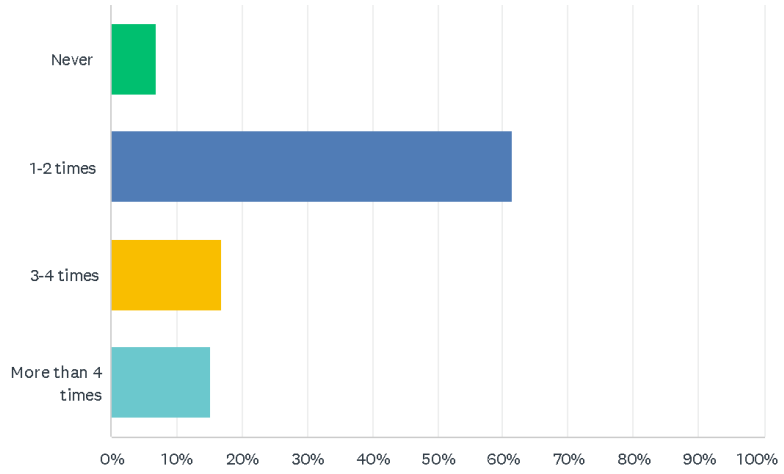


ANSWER CHOICES	RESPONSES	
Never	98.44%	126
1-2 times	0.78%	1
3-4 times	0.00%	0
More than 4 times	0.78%	1
TOTAL		128

City of Liberty CSAP Survey

Q10 How often do you think other people in Liberty have driven while impaired by alcohol or drugs?

Answered: 119 Skipped: 9

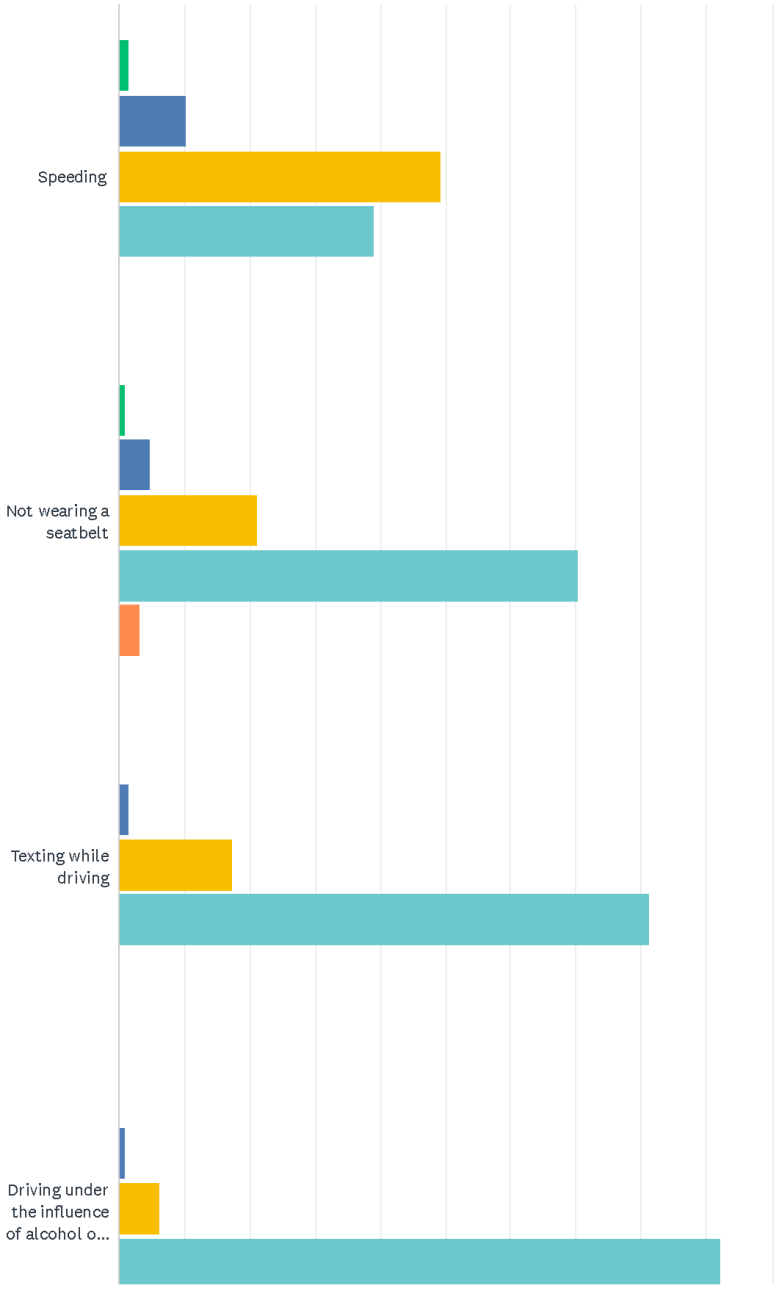


ANSWER CHOICES	RESPONSES	
Never	6.72%	8
1-2 times	61.34%	73
3-4 times	16.81%	20
More than 4 times	15.13%	18
TOTAL		119

City of Liberty CSAP Survey

Q11 How dangerous do you believe the following behaviors are?

Answered: 128 Skipped: 0



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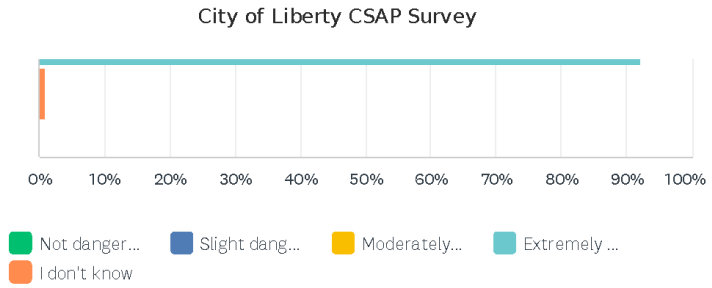
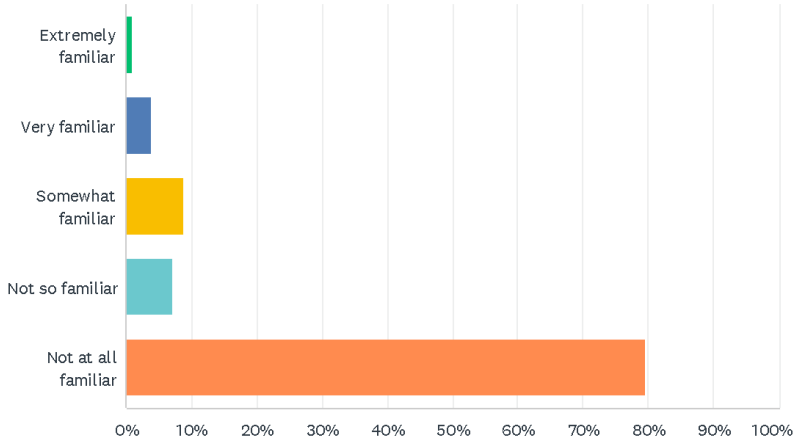


	NOT DANGEROUS AT ALL	SLIGHT DANGEROUS	MODERATELY DANGEROUS	EXTREMELY DANGEROUS	I DON'T KNOW	TOTAL
Speeding	1.56% 2	10.16% 13	49.22% 63	39.06% 50	0.00% 0	128
Not wearing a seatbelt	0.78% 1	4.69% 6	21.09% 27	70.31% 90	3.13% 4	128
Texting while driving	0.00% 0	1.56% 2	17.19% 22	81.25% 104	0.00% 0	128
Driving under the influence of alcohol or drugs	0.00% 0	0.78% 1	6.25% 8	92.19% 118	0.78% 1	128

City of Liberty CSAP Survey

Q12 Are you familiar with Vision Zero?

Answered: 127 Skipped: 1



ANSWER CHOICES	RESPONSES	
Extremely familiar	0.79%	1
Very familiar	3.94%	5
Somewhat familiar	8.66%	11
Not so familiar	7.09%	9
Not at all familiar	79.53%	101
TOTAL		127

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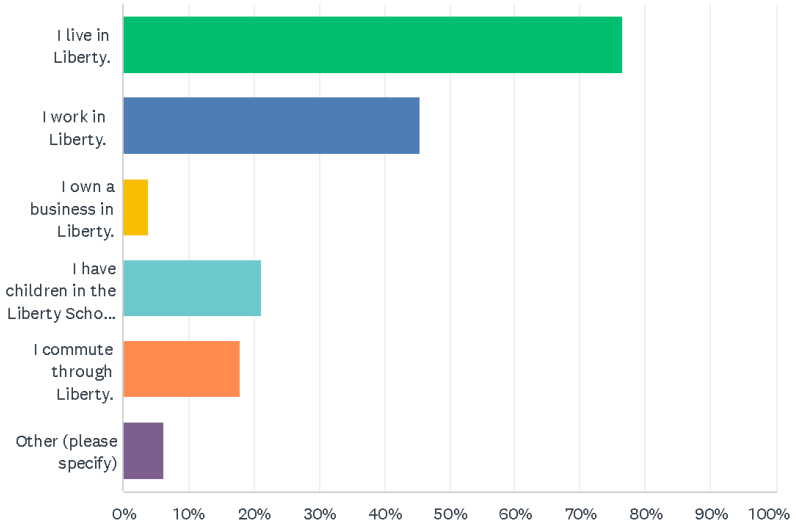
City of Liberty CSAP Survey

Q13 Please indicate your relationship to Liberty. (check all that apply)

Answered: 128 Skipped: 0



ANSWER CHOICES	RESPONSES	
I live in Liberty.	76.56%	98
I work in Liberty.	45.31%	58
I own a business in Liberty.	3.91%	5
I have children in the Liberty School District.	21.09%	27
I commute through Liberty.	17.97%	23
Other (please specify)	6.25%	8
Total Respondents: 128		

#	OTHER (PLEASE SPECIFY)	DATE
1	Off flintlock so KCMO?	3/13/2025 5:18 AM
2	Youth group in Liberty multiple times a week; former resident, employee and LHS grad	3/12/2025 2:55 PM
3	I just moved here in July 2024	3/11/2025 8:49 PM
4	I'm retired in Liberty.	3/2/2025 11:00 AM
5	My grandchildren go to Liberty Public Schools. My husband has a business in Liberty	2/28/2025 4:21 PM
6	Spouse works in Liberty	2/15/2025 9:36 AM
7	I'm always in Liberty because it's the nearest town to get anything and everything I need	2/15/2025 3:07 AM
8	I have grandchildren in the Liberty School District.	2/14/2025 1:36 PM

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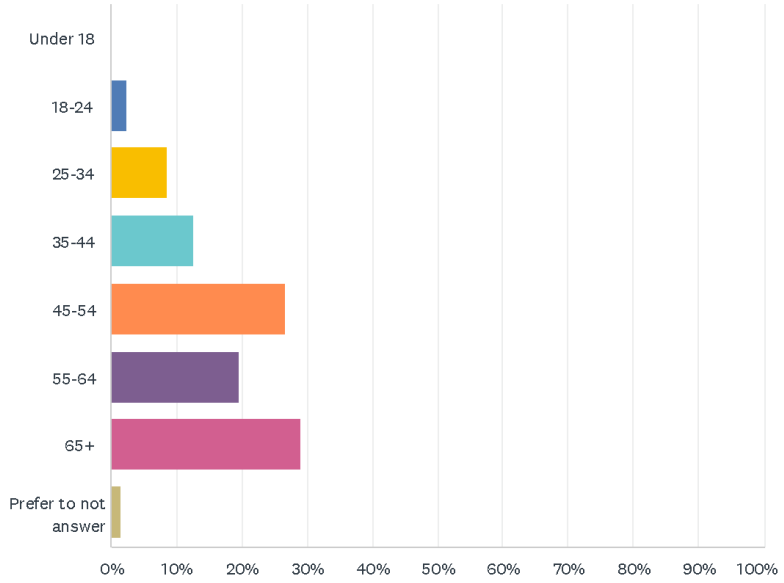
City of Liberty CSAP Survey

Q14 What is your age?

Answered: 128 Skipped: 0



ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18-24	2.34%	3
25-34	8.59%	11
35-44	12.50%	16
45-54	26.56%	34
55-64	19.53%	25
65+	28.91%	37
Prefer to not answer	1.56%	2
TOTAL		128

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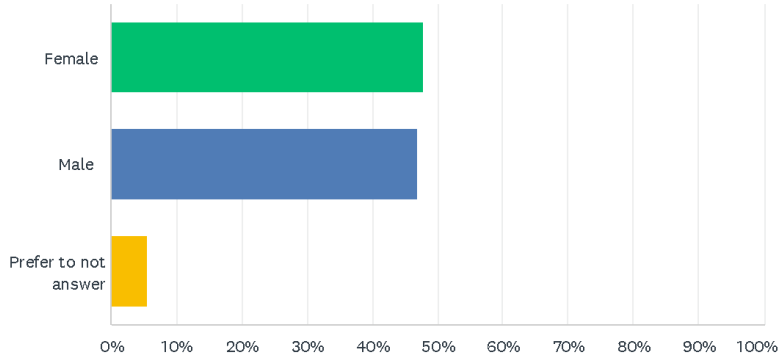
City of Liberty CSAP Survey

Q15 What is your gender?

Answered: 128 Skipped: 0

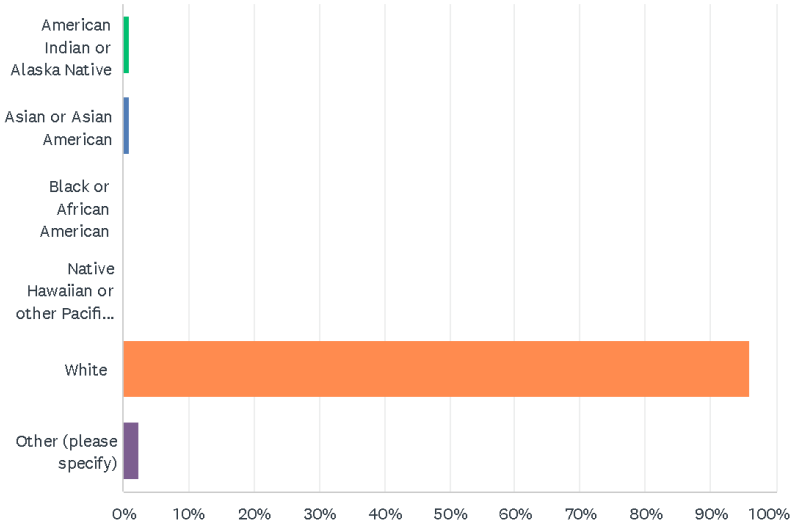


ANSWER CHOICES	RESPONSES	
Female	47.66%	61
Male	46.88%	60
Prefer to not answer	5.47%	7
TOTAL		128

City of Liberty CSAP Survey

Q16 What is your race?

Answered: 124 Skipped: 4



ANSWER CHOICES	RESPONSES	
American Indian or Alaska Native	0.81%	1
Asian or Asian American	0.81%	1
Black or African American	0.00%	0
Native Hawaiian or other Pacific Islander	0.00%	0
White	95.97%	119
Other (please specify)	2.42%	3
TOTAL		124

#	OTHER (PLEASE SPECIFY)	DATE
1	German/Arab	3/11/2025 7:27 AM
2	American	3/3/2025 6:34 AM
3	Human	3/1/2025 5:37 PM

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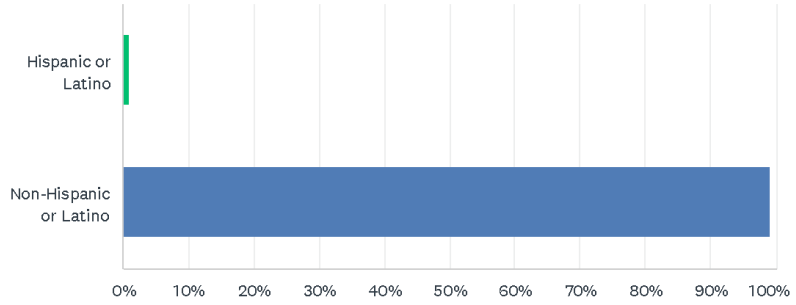
City of Liberty CSAP Survey

Q17 What is your ethinicity?

Answered: 119 Skipped: 9

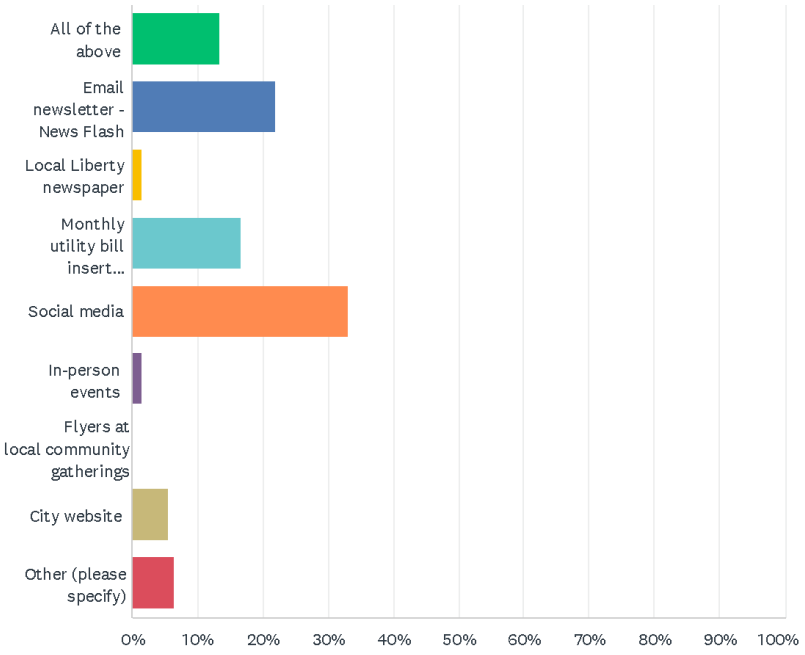


ANSWER CHOICES	RESPONSES	
Hispanic or Latino	0.84%	1
Non-Hispanic or Latino	99.16%	118
TOTAL		119

City of Liberty CSAP Survey

Q18 What do you think are the most successful ways to communicate with Liberty residents about the CSAP project and other safety topics?

Answered: 127 Skipped: 1



ANSWER CHOICES	RESPONSES	
All of the above	13.39%	17
Email newsletter - News Flash	22.05%	28
Local Liberty newspaper	1.57%	2
Monthly utility bill insert newsletter	16.54%	21
Social media	33.07%	42
In-person events	1.57%	2
Flyers at local community gatherings	0.00%	0
City website	5.51%	7
Other (please specify)	6.30%	8
TOTAL		127

#	OTHER (PLEASE SPECIFY)	DATE

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City of Liberty CSAP Survey

1	Multiple and not just one way!!	3/13/2025 5:18 AM
2	Social media, in-person events, flyers at loal community gatherings, City website	3/6/2025 11:52 AM
3	As many as possible	3/1/2025 3:35 PM
4	All of the above	3/1/2025 11:00 AM
5	It won't let me check more than one, but email newsletter, local paper, monthly utility bill insert, Facebook, Twitter	2/19/2025 9:31 PM
6	Flyers everywhere- in grocery bags, in stores, churches, handout Farmers Market	2/15/2025 5:18 AM
7	Social Media, not many people read the local newspaper, monthly utility bill insert is no good for the people who pay automatically. Not may go to the City Website	2/14/2025 5:08 PM
8	This project is a waste of time and money	2/14/2025 12:54 PM

Comprehensive Interactive Mapping Results

	Comment	Approximate Location
1	Add streetlights along old hwy 210 to liberty sports complex	Old State Highway 210
2	This is a vehicle blind spot of vegetation	Liberty Drive and West High Drive
3	Add sidewalk	Liberty Drive near Midjay Drive
4	I would like to see the street lamps replaced in the light fixtures. They glow a deep purple now, and the intersection is very dark at night.	MO 291 and West Liberty Drive
5	School buses cause big backup here in the AM when they wont turn right on red even though there is not a vehicle in sight as far as you can see (about 1/4 to 1/3 mile sightline). Tell buses they can turn right on red when there is not a single NB vehicle	MO 291 and Glenn Hendren Drive
6	the concrete curb at this spot has been broken up for many years. Even after the new safety ramp was installed, this corner of the curb was not repaired or backfilled. With the kinds of traffic that use this corner to get to the college, it needs attenti	Lightburne Street and Miller Avenue
7	THe appropriate speed limit of Church from 152 to 291 is 45mph like it used to be.,	North Church Road
8	Allow left turns to SB Church from 291. Many times sitting at light waiting for left arrow and there are no vehicles at all back to Ash and beyond coming. We used to be allowed to turn left on green if it was clear.	MO 291 (Northeast Cookingham Drive) and North Church Road
9	Ban left turns from Stewart to 291	MO 291 and North Stewart Road
10	Sidewalk is needed between Wilshire and MidJay on the same side of the road to link with the sidewalk that ends with each of these roads. By	Liberty Drive near Midjay Drive and Oakleaf Drive

	not having a sidewalk on the same side of the road, walker, joggers, and bikers are forced onto the street.	
11	this is a 3-way stop and can get clogged with school pick up/drop off and school busses. Other than that not much. How can a small "roundabout" be devised here rather than a "STOP"?	Glenn Hendren Drive and Nashua Road
12	This traffic signal seems like a waste much of the time. Signal changes to make cars stop as they approach. Is it needed 24 hours a day?	South Ridge Avenue and West Kansas Street
	Ideas and Suggestion	**Approximate Location**
1	291 could use a turnout or two for emergency vehicle use	MO 291 near Jefferson Park
2	Add stop light with left turn arrow for left turns onto 291 from Stewart. Also add a right turn lane from southbound 291 onto Stewart	MO 291 near North Stewart Road
3	Sidewalk construction	MO 291 and South Liberty Parkway
4	add sidewalk on so there are sidewalks on both sides of Nashua going all the way down to Lewis & Clark	Nashua Road and Ridgeway Drive
5	Add sidewalks. Many kids walk this road to the high school, and people fly down Kings Highway, and it scares me because these kids have no where to walk. One guy almost got hit the other day. Please for their safety add sidewalks.	Kings Highway and Manchester Road
6	Add storm drains, all the water ends up flooding people's basements	Manchester Road
7	Add sidewalks for pedestrians, and children riding their bikes	Manchester Road
8	Ban left turns from Blue Jay to NB M-291. Too many people fail to yield to traffic on 291 and cause many near misses.	MO 291 and Blue Jay Drive

9	Ban parking on Lake Rd from Nashua almost Linden. Parked vehicles make it hard for someone turning onto Lake Rd when there is a SB car coming.	Lake Road and Nashua Road
10	Need No U-Turn sign and enforcement of that. When on NB Church turning right onto SB M-291, many times almost hit by a U-turning vehicle even though I had the Green Right Arrow to turn.	MO 291 (Northeast Cookingham Drive) and North Church Road
11	I would recommend cutting this curb tighter to the sidewalk due to the kinds of traffic this corner deals with. Semi trucks and hundreds of student drivers turn here every day leaving this curb vulnerable .	Lightburne Street and Miller Avenue
	Area of Concern	**Approximate Location**
1	This intersection sucks	MO 291 and Missouri Court
2	There needs to be drainage here. Water pools and can quickly get several inches deep and, since Brown street slopes downward towards Hurt Street, the water can move very fast. It turns down Hurt Street when it's flowing fast, but otherwise pools on Brown	West Brown Street and West Hurt Street
3	No sidewalk going up to busy intersection. There are several people in this neighborhood who walk to the gas station or store and must stand in the grass and wait or stand in the street	West Brown Street and MO 291
4	Again, no sidewalk for kids walking to school only a block away. Not safe. This area is also a downhill slope which may be a sight issue for drivers coming from the northeast	South Ridge Avenue near West Brown Street and Reed Street
5	No sidewalk for kids walking to school. They either have to walk in the road or in the grass on the south side of the road, because the north side of the road is a hill	Hillcrest Road near West Brown Street and Reed Street
6	No stairs to park, no sidewalk, no way for kids from the neighborhood to get to the park safely!!!	Moss Avenue and West Hurt Street

7	This intersection is dangerpus for a couple reasons: 1. People driving north/south on 291 continuously run the red light at high speeds. 2. Needs to be turn arrows for East/west Ruth Ewing. People don't know how to yield at this intersection.	MO 291 and Ruth Ewing Road
8	Water always pools here, sometimes completely flooding the right hand NB lane	MO 291 near Skyline Drive
9	Two fatal crashes in the three years I have worked for Liberty. This intersection needs to be controlled.	MO 291 and North Cedar Avenue
10	291 and Stewart needs a light, or be right turn only	MO 291 and North Stewart Road
11	Vegetation on both sides of Murray challenge turning	East Murray Road and South Leonard Street
12	if possible the removal of vegetation in the creek to south of intersection	Skyline Drive and Birmingham Road
13	Glenn Hendren needs improvements on the shoulders of the street &/or add sidewalks. This road gets extremely busy when the highway is backed up. Also I see people running, walking, bike riding on this road. It isn't conducive for the activities safely.	Glenn Hendren Drive
14	VERY large tractor trailer trucks continue to use the route from SO Liberty Pkwy thru Liberty Dr to Conistor to Kansas. Friday I saw a SpeedX 40' trailer coming down Conistor at 3:15--it passed traffic from 3 Liberty schools. PLEASE make them STOP!!	South Liberty Parkway and North Flintlock Road
15	KS St - Conistor -Liberty Dr -South Liberty Pkwy: Large Semi Trucks continue to use this route. It passes 3 Schools at peak traffic times. Friday I saw a 40' SpeedX truck on Conistor at 3:15--it ran with the track teams. PLEASE STOP them!!	South Stewart Road and Conistor Street

16	Poor visibility around rail bridge preventing traffic from seeing oncoming until into the 1 lane.	South Leonard Street near East Mill Street
17	No pedestrian access from here north	MO 291 near West Kansas Street
18	bad pedestrian access to park and across 291	Moss Avenue and MO 291
19	very dangerous pedestrian crossing	West Liberty Drive and MO 291
20	Vehicle visibility is poor here and north of here	Lightburne Street and East Doniphan Street
21	Pedestrian walkways are missing or dangerous along Mississippi	West Mississippi and North High Street
22	Unsafe entry into main road	MO 291 near Home2 Suites
23	An elevated walkway across why 291 would allow a much safer way for pedestrians to walk from commercial areas on one side to the other.	MO291 and Reed Street
24	An elevated walkway across Hwy 152 would provide a much safer way for pedestrians to walk from the commercial areas on the south side to the commercial areas on the north side.	North Conistor Road and West Kansas Street
25	Ban large commercial vehicles to park on Clayview here. Always long commercial vehicle parked in from of this house cause traffic chokepoint.	North Clayview Drive near Nashua Road
26	Cemco-Conistor This is a dangerous intersection. There have been many near misses from pulling out of Cemco onto Conistor. It is a sight hill and is impossible to see a car coming until you are in the intersection. Need a Blinking Caution Sign!	Conistor Street and Cemco Drive

LIBERTY, MO
COMPREHENSIVE SAFETY ACTION PLAN

APPENDIX D:

Safe System Approach Strategies

Comprehensive Safety Action Plan

City of Liberty, Missouri

July 2025

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Introduction

The City of Liberty is committed to creating safe streets for everyone in the community. Through the development of the Liberty Comprehensive Safety Action Plan (CSAP), the City is ensuring all road users, no matter their travel mode, are safe on Liberty streets. This includes people who walk, roll, scoot, bike, take public transportation, and drive. Everyone deserves to travel safely and accessibly in or through Liberty.

To support the City's goals to improve roadway safety, the CSAP project team followed a structured planning approach, conducted a thorough safety analysis, and set measurable action steps to reduce fatal and serious injury crashes. Engagement and collaboration with community members and city officials was also essential in developing the CSAP.

This document, Appendix D: Safe System Approach Strategies, details the proven safety countermeasures recommended for the City of Liberty to systemically improve roadway safety. Current policies, plans, guidelines, and/or standards were reviewed to identify proven safety countermeasures and other opportunities to improve safety throughout the community.

Safe System Approach

Like many other communities across the nation, Liberty is taking action to reduce fatal and serious injury crashes by using the Safe System Approach (SSA). Similar to the Vision Zero concept, which began in Sweden in the 1990s, the SSA is a holistic and comprehensive framework used to improve safety and eliminate fatalities and serious injuries on all roadways and for all road users. According to the United States Department of Transportation

Figure 1. What Is a Safe System Approach? (Source: USDOT)

(USDOT), there are five Safe System pillars contained within the SSA. These pillars include:

- Safer People
- Safer Roads
- Safer Speeds
- Safer Vehicles
- Post-Crash Care

The Safe System Approach recognizes that roadway safety responsibility is shared among everyone who interacts with the transportation system. To ensure safety throughout the system safety must be proactively embedded across all five pillars of the SSA.

Key Strategies

The identified countermeasures in this document and the CSAP focus on the three Safe System Approach pillars most applicable to Liberty's jurisdictional control—Safer Speeds, Safer Roads, and Safer People.

Safer People

Roadway safety is a critical issue that impacts everyone in Liberty. By fostering a culture centered around safety, people's perceptions and behaviors will shift toward safer behaviors.

A foundational element of implementing the SSA will rely on the collaboration between the community, local leaders, and local influencers to advance transportation safety goals. To achieve these goals, all city departments will need to work together and collectively develop a mindset and shared language focused on improving roadway safety for all road users. This

Safer People

Encourage safe, responsible driving, walking, and biking and behavior by people who use the roads and create conditions that prioritize their ability to reach their destination unharmed (USDOT).

will require interdisciplinary collaboration across departments, including public safety, public works, public health, planning and development, transportation, and education, among many others. City department heads must begin transitioning their staff from an understanding of traditional transportation Level of Service (LOS) standards to safety-focused performance measures. Effective communication regarding roadway safety for all users within the local government and with the public will provide a key strength in achieving this goal. Developing a culture of safety will produce benefits that will reach far into the lives of community members in Liberty.

Additionally, effective educational and messaging campaigns should play a pivotal role in fostering a culture of safety among those living, working, and playing in Liberty. Being aware and knowledgeable of the various modes of transportation present in a community can facilitate a better understanding of a person's personal impact on a transportation system. Access to driver education programs should be expanded with a focus on roadway safety for all road users, including vulnerable road users (VRUs) such as pedestrians and bicyclists. Awareness of transit services provided in Liberty can also allow more residents to better evaluate their mobility options, as increasing public transit use is a key strategy to achieving zero deaths and serious injuries on roadways and improving transportation access for all.

Below are various examples of how to engage and educate people to take personal responsibility in roadway safety while using Liberty's transportation system:

- Initiate citywide communications campaigns to raise safety awareness and promote healthier, safer, active transportation options.
- Enhance driver education on roadway safety, sharing the road, and regulations.
- Provide safety education for pedestrians, bicyclists, and those using other active transportation modes.
- Educate the community on speed and its impact on safety.
- Identify and support safety advocate champions in the community.
- Use data to guide efforts across city departments to elevate public commitment to roadway safety.

Safer Roads

The SSA recognizes that people make mistakes and that roadways should be designed with this in mind to minimize the risk of death or serious injury when mistakes happen.

Designing roads with human error in mind will improve safety by significantly reducing the likelihood of crashes and minimizing the consequences of crashes that do occur. Through thoughtful planning, designing, and engineering of roads for safety rather than speed, the City of Liberty can modify the behaviors of all road users and increase safety for all road users.

Safer Roads

Design roadway environments to mitigate human mistakes and account for injury tolerances, to encourage safer behaviors, and to facilitate safer travel by the most vulnerable users (USDOT).

One proven way to develop a safer roadway network is through the implementation of *Complete Streets*. Complete Streets are designed to accommodate all modes of transportation, not just drivers of motor vehicles. These streets are planned, designed, and operated for multiple transportation modes and users, including pedestrians, bicyclists, transit users, and drivers. They are also designed for use by people of all ages and physical abilities. Complete Streets enhance safety for everyone by providing dedicated spaces for different modes of transportation, reducing conflicts, and promoting safer behaviors.

Below are various examples of how Liberty can improve safety by significantly reducing the likelihood of crashes and minimizing the consequences of crashes that do occur through street design:

- Add, review, and update development standards to promote safer road design, such as tighter turn radii, narrower lanes, and enhanced multimodal facilities.
- Launch citywide projects to enhance safety, accessibility, and comfort for those using active transportation modes in Liberty. This may also include quick build projects that are affordable, temporary solutions to enhance safety.
- Implement citywide projects to make it safer to operate vehicles on Liberty roadways.

- Develop public spaces, including within the public right-of-way, that are safe and attractive for people walking and bicycling.
- Adopt and implement Complete Streets design standards to accommodate all modes of transportation and people of all ages and abilities.

Safer Speeds

Speed is a key factor in traffic crashes since higher speeds typically result in more severe crashes. This is particularly true for people walking and biking, who are more vulnerable to the impact of an oncoming vehicle, and even relatively lower speeds can still result in serious injury or death.

The chance of death for a person walking or biking increases significantly with the speed of the vehicle upon impact. Lowering speed limits in addition to safer roadway design can reduce the likelihood of severe or fatal crashes by providing drivers with more time to react, increased visibility, and lower impact forces.

Safer Speeds

Promote safer speeds in all roadway environments through a combination of thoughtful and context-appropriate roadway design, appropriate speed-limit setting, targeted education, outreach campaigns, and enforcement (USDOT).

Through the use of proven safety countermeasures, including traffic calming and speed limit reduction, speeds can be reduced at specific locations where speeding is prevalent in Liberty. Additionally, working collaboratively with the Liberty Police Department to implement enforcement strategies can play an important part in overall speed management for neighborhood streets and major roadways. By focusing on access for all, Liberty can ensure everyone benefits from these strategies, regardless of background or location.

New policies focused on speed management that align with the SSA can have widespread positive effects in the community. These policies can influence future street design, traffic management, enforcement, and public awareness. In return, this will help to foster a safety-oriented culture that impacts all decisions in Liberty, from planning and development to individual behavior while using roads.

Below are various examples of education strategies, policies, and enforcement options that can be used to lower the speeds on Liberty's roadways to increase safety for all road users:

- Implementing speed feedback signs or dynamic messaging signs (these can be permanent or non-permanent solutions that allow the city or police with flexibility to seasonally relocate as needed).
- Conducting signal retiming to match any speed limit changes.
- Design roads and intersections to appropriately manage speeds.
- Evaluate citywide speed limits and adjust speeds based on the needs of all users and crash data.
- Implement automated speed enforcement.
- Utilize High Visibility Enforcement actions to increase compliance with safer speeds.

Toolkit for Safer Speeds, Roads, and People

The City of Liberty has developed a toolkit of proven safety countermeasures from engineering solutions to community-centered educational campaigns to substantially reduce fatal and serious injury crashes in Liberty using the SSA. This toolkit will allow the City of Liberty to tailor its approach for specific road user groups, locations, and conditions. This process will ensure there is a holistic and effective strategy used to create and facilitate a culture of safer speeds, roads, and people in Liberty, Missouri.

Because the Safe System Approach is systemic in nature, there may be overlap between which strategies are being addressed by each of the countermeasures identified. For this reason, an icon representing the three target SSA strategies (Safer People, Safer Roads, Safer Speeds) in the Liberty CSAP (shown in the image below) will be present alongside each of the countermeasures. The colored portions of the SSA icon will represent which strategies the countermeasure targets. If a countermeasure is not related to a strategy, it will appear in grey.

Additionally, several countermeasures are included in the Additional Countermeasures section. Based on the CCDA, these countermeasures are not recommended or needed at this time, but may be important to review and consider in the future.

Safety Countermeasures

The Federal Highway Administration (FHWA) has 28 proven safety countermeasures. These countermeasures have been used in many communities throughout the nation. Additionally, the National Highway Traffic Safety Administration (NHTSA) produces a guide for science-based traffic safety countermeasures. These countermeasures (and more), in addition to the CCDA, were used to develop countermeasures for the City of Liberty.

For more information related to evidence-based safety countermeasures recommended by federal agencies and transportation organizations, please visit the websites linked below.

- **USDOT:** https://highways.dot.gov/safety/proven-safety-countermeasures
- **NHSTA:** https://www.nhtsa.gov/book/countermeasures/countermeasures-that-work
- **National Association of City Transportation Officials (NACTO):** https://nacto.org/

Recommended Countermeasures for the City of Liberty

Liberty Zoning Code

Review the City's Code of Ordinances (last updated in 2024) to locate various opportunities to strengthen the Safe System Approach and to achieve safety goals through future developments and/or redevelopment projects. While several components of the current code encourage transportation safety measures (e.g., Sec. 30-93.2.12 - Wherever possible, collector and local streets shall be designed with traffic calming measures that are compatible with the use and location of the street), there are additional areas for improvement. For instance, the current code

provides standards for minimum right-of-way and minimum street width for different road classifications (arterial, collector, local, etc.). Given this, the Transportation Management Plan may be updated to provide specific or maximum travel lane widths that align with the Safe System Approach. Historically, wider lane widths (11-13 feet) have been used to accommodate higher speeds for drivers. However, according to NACTO, narrower lane widths of 10 feet have been shown to provide adequate safety and slow down drivers in urban settings. Operation factors such as truck traffic and pedestrian activity should be considered when reviewing and updating standards.

Complete Streets Guide

The phrase Complete Streets refers to streets that are designed and operated to enable safer use for all users. This includes all modes of transportation, such as drivers, pedestrians, bicyclists, motorcyclists, and transit riders, depending on community context. In addition, Complete Streets considers how all people, regardless of age or ability, can safely use the transportation system. Complete Streets policies are set at the state, regional, and local levels and are frequently supported by roadway design guidelines. These guidelines increase roadway safety by integrating design elements and infrastructure like sidewalks, bike lanes, streetscaping, and modified travel lanes that can reduce the risk of motor vehicle-related crashes. Complete streets can also work to promote more active and healthier modes of transportation in communities, such as walking and biking, by providing safer spaces to engage in these activities.

Active Transportation Plan

In the United States, the average trip a person takes is under three miles. This may include going to the grocery store, to school, or to work from your home. However, a large majority of these trips are completed using personal vehicles rather than active transportation such as walking, biking, using a wheelchair, or other micromobility devices. A reason for this may be attributed to the condition of active transportation networks in communities. It is common for people biking or walking to experience

In Liberty, **65% of all trips and 80% of all commutes** are completed by **driving alone**.

sidewalk or bikeway gaps, lack of designated street crossings, higher volume and higher speed traffic, lack of snow or debris removal, and other barriers that make it harder or even unsafe to complete their daily trips. An Active Transportation Plan can provide a resource for communities to begin analyzing their current active transportation networks to identify and implement solutions to increase safety and promote the use of active modes. These plans can be developed at the local, regional, or state level and typically recommend infrastructural elements such as sidewalks, bike lanes, trails, crosswalk safety improvements, Americans with Disability Act (ADA) enhancements, and other projects that better or expand active transportation networks.

Sidewalks

Investments in a safe, accessible, and well-connected sidewalk network can encourage walking as an attractive and convenient mode of transportation. Sidewalks also enhance pedestrian and bicyclist safety by providing separated spaces from traffic. Sidewalks should be constructed to meet accessibility standards, accommodate anticipated pedestrian volumes, and provide ample space for street furniture, such as trees, trash receptacles, and potential future infrastructure such as bus stops.

From 2018- 2022, **pedestrians were involved in 11 injury crashes** (2025 CCAD).

Figure 2. People Walking on Sidewalks in Downtown Liberty

Source: Historic Downtown Liberty

Bicycle Lanes

Bicycle lanes are dedicated facilities on or adjacent to roadways for people biking. Bicycle lanes can mitigate or prevent interactions, conflicts, and crashes between bicyclists and vehicles. These facilities are not only proven to make roadways more comfortable and safer for bicyclists, but cities that have built separated bicycle lanes have found that this countermeasure also increases safety for pedestrians and drivers. Bicycle lanes can be implemented through painted lanes, bicycle symbols, and signage, and enhanced by a painted buffer or vertical elements like posts, curbs, or vegetation to provide separation. Please note, vertical elements need to be placed prudently and consider emergency vehicle operations and other street context factors before being installed.

From 2018-2022, **bicyclists were involved in 9 fatal or injury crashes** (2025 CCAD).

Crosswalk Visibility Enhancements

There are several proven and effective crosswalk visibility enhancements that can increase the visibility of crosswalks and those using them. These enhancements may include high-visibility crosswalks, lighting, signage, and pavement markings. These improvements can be implemented as standalone or combination enhancements, depending on the identified needs of specific locations. While improving visibility, they also allow pedestrians and bicyclists to better assess the safety of a road, providing them with the tools necessary to make better decisions on where they can safely cross.

While everyone is at risk of being involved in a crash, **motorcyclists, bicyclists, and pedestrians have continued to be over-represented in fatal and serious injury crashes** on Liberty roadways (2025 CCDA).

Figure 3. Crosswalk Visibility Enhancements

Source: City of Springfield, Missouri

Curb Extensions/Bulb Outs

Curb extensions, or bulb-outs, extend sidewalks into the parking lane or wide shoulder of an intersection, narrowing the road and shortening pedestrian crossing distance. This countermeasure improves pedestrian comfort and their visibility to drivers, enhancing safety while slowing traffic. They are proven to be effective at intersections and mid-block crossings.

In more recent years from 2018-2022, **over half of all crashes (69%) occurred at intersections** (2025 CCDA).

Figure 4. Curb Extension

Source: Missouri Department of Transportation (MoDOT)

Raised Crossings

Raised crossings are flush with the sidewalk, encouraging drivers to yield to pedestrians in the crosswalk and reinforcing slower speeds. Accessibility of the crossing is improved with raised crosswalks, as it allows pedestrians to cross at the same height as the sidewalk. According to the USDOT, raised crosswalks are typically installed on two- or three-lane roads with speed limits up to 30 mph. This countermeasure generally should be avoided on truck routes, emergency routes, and arterial streets.

Figure 5. Raised Crossing

Source: Urban Review STL

Traffic Calming

Traffic calming involves implementing specific design strategies aimed at enhancing the safety of all users by reducing vehicle speeds. Horizontal traffic calming shifts the roadway horizontally, narrowing the overall road width or by adding slight curves in the roadway through the use of bulb-outs, median islands, chicanes, or other physical infrastructure items. Vertical

There is a significantly **higher risk for crashes that result in injury or death on major streets with higher volumes of traffic.** These roads experience approximately eight fatal or injury-resulting crashes per mile annually (2025 CCAD).

traffic calming adds vertical elements on or alongside the roadway, adding variation to encourage motorists to drive more slowly. Speed humps, raised crosswalks (i.e., speed tables), speed cushions, and raised intersections are examples of vertical traffic calming elements. Please note, vertical elements need to be placed prudently and consider emergency vehicle operations and other street context factors before being installed.

Figure 6. Traffic Calming Measure at Fairview Ave and W Kansas St in Liberty, Missouri

Source: Google Earth

Lane Narrowing

Lane narrowing involves the reduction of travel lane widths, typically by two or more feet, while maintaining the existing number of lanes. By reducing the lane width, motorists are encouraged to drive slower, and pedestrians and bicyclists may have shorter crossing distances. The reclaimed space can be used for pedestrian and bicyclist-friendly spaces.

Figure 7. Lane Narrowing using chicanes

Source: Springfield Daily Citizen

Raised Medians

Whether a road is divided (with a raised median) or undivided also plays a role in crash risk. A median is the space between traffic lanes traveling in opposite directions. Raised medians can be an effective way to separate motorized and non-motorized road users, reducing the number of head-on or cross median crashes. Medians can also provide pedestrians with a refuge island (or safer crossing area) by providing the opportunity for pedestrians to cross one direction of traffic at a time. Where a raised median is implemented is dependent on the needs of specific corridors. However, they are typically used at intersections, along blocks, and/or at midblock crossings, and have been found to be particularly beneficial at intersections where there is a need for left-turn restrictions due to inadequate yielding or high speeds.

In Liberty, **undivided roads experience almost double the number of crashes** per mile annually (2025 CCAD).

Figure 8. Raised Median and Pedestrian Crossing to Liberty Library on S Withers Rd in Liberty, Missouri

Source: Google Earth

Roundabouts

A roundabout is a circular intersection configuration that is proven to move traffic more safely and efficiently. Roundabouts increase safety by lowering speeds and reducing the risk of angle collision crashes. Roundabouts can also provide shorter crossing distances, creating more suitable conditions for pedestrians and bicyclists. They are more efficient at keeping traffic flowing and have been shown to reduce delays and queuing when compared to other intersection types. This countermeasure can be designed for a variety of traffic conditions and can have different sizes and shapes depending on each location.

Figure 9. Roundabouts on College St in Liberty, Missouri

Source: Google Earth

Dedicated Turn Lanes

Dedicated turn lanes, or auxiliary turn lanes, including for both left turns and right turns, provide physical separation between slowing or stopped turning traffic and through traffic at intersections. This countermeasure is particularly beneficial at two-way stop-controlled intersections, because crashes occurring at these intersections are often related to turning maneuvers. Pedestrian and bicyclist safety and convenience should also be considered when adding turn lanes at an intersection, as offset left- and right-turn lanes will lengthen crossing distances for pedestrians.

Figure 10. Dedicated Right Turn Lane with Crosswalk Visibility Enhancements at Fairview Ave and W Kansas St in Liberty, Missouri

Source: Google Earth

Systemic Stop-Control Modifications

Systemic Stop-Control Modifications aim to increase the visibility of stop-controlled intersections by deploying a variety of countermeasures. These modifications are typically low-cost and can include advanced intersection warning signage, retroreflective signpost panels, enlarged and double-up signs (i.e., posted on both the right and left of the roadway), approach rumble strips, and (in the circumstance of two-way stop-controlled intersections) "Cross Traffic Does Not Stop" warning

signage. These countermeasures can increase a driver's awareness and warn them of an approaching intersection's potential conflicts.

Figure 11. Systemic Stop-Control Modification

Source: MoDOT

Reduced Conflict Intersections

Reduced conflict intersections countermeasures involve reducing turning maneuver conflicts through altered geometric designs at intersections. These changes help to simplify driver decision-making processes and minimize the potential of severe crashes, including head-on and angle crashes. Several effective strategies may involve incorporating U-Turn maneuvers (also known as Restricted Crossing U-turns (RCUT)), Median U-turns (MUT), and the J-Turns. These improvements can be implemented at both signalized and unsignalized intersections.

Speed Limit Reduction

There is only a 10% chance of survival for pedestrians who are struck by a vehicle driving at 40 mph or higher. Lowering speed limits in addition to implementing safer roadway design can reduce the likelihood of severe or fatal crashes. These countermeasures provide drivers with more time to react, increase visibility, and lower impact forces. Setting the appropriate speed limit for each road is dependent on a range of factors such as pedestrian and bicyclist activity, crash history, land use context, intersection spacing, driveway density, roadway geometry, roadside conditions, roadway functional classification, traffic volume, and observed speeds. Additionally, utilizing Speed Feedback Signs, which show the driver's speed and the posted speed limit, have been shown to slow overall speeds where deployed. As a part of the process, more frequent posting of speed limits is suggested to most effectively reduce speeds.

In Liberty, the **risk of crashes resulting in injury or death was found to increase as the speed limit on roads increased up to 40 mph**. These roads have a crash rate at roughly **three crashes per mile annually**. (2025 CCAD).

With the growing population and number of new developments in Liberty, it is recommended to design new roads with safer operating speeds in mind. Designing streets with operating speeds of no more than 20 mph on local roads, 30 mph on collector roads, 35 mph on arterial roads, and 45 mph on highways may result in further future safety benefits. Some local jurisdictions have the ability to establish non-statutory speed limits or designate reduced speed zones, which may be an alternative option for Liberty.

Speed Feedback Signs

Speed feedback signs are posted alongside speed limit signs, register and display approaching drivers' speeds. This posted speed is dynamic and will adjust as the driver speeds up or slows down. These signs make drivers aware of their current speed and encourage them to slow down if speeding through the use of flashing numbers or lights.

Figure 12. Speed Feedback Sign

Traffic Signaling Improvements

Traffic signaling improvements include adjusting traffic signal timings. Doing so not only increases safety but also improves roadway efficiency. Various strategies may include implementing Leading Pedestrian Intervals (LPIs) at intersections. LPIs give pedestrians a few seconds' head start to enter the crosswalk before vehicles receive their green light. This added time allows pedestrians to establish their presence in a crosswalk, increasing visibility and reducing conflicts with turning vehicles. Other strategies may include implementing protected left-turn phasing, pedestrian countdown signals, installing High-Intensity Activated Crosswalk (HAWK) signals, adjusting yellow change intervals, and adding retroreflective backplates to signal heads.

Pedestrian Hybrid Beacon

Pedestrian hybrid beacons (PHB), also known as HAWK signals, use flashing and solid-colored lights to improve vehicle stopping and yielding behavior to crossing pedestrians at unsignalized locations. PHBs activate only when pedestrians are present and should be strongly considered for roadways with speeds higher than 40 mph.

Figure 13. Pedestrian Hybrid Beacon

Source: City of Kirkwood, Missouri

Roadway Lighting

Street lighting can enhance safety and accessibility for all road users by improving visibility and decreasing crash risk. This countermeasure has been shown to be effective specifically at uncontrolled intersections, along sidewalks, and in areas with high pedestrian activity, including commercial zones, and surrounding schools and parks. This is an important safety measure to prioritize and continue to implement as Liberty continues to expand and new developments are constructed.

Within the last five years, **30% of crashes that occurred at night in Liberty took place in unlit conditions**. Additionally, at least 25% of serious injuries occurred at night as well. (2025 CCAD).

Streetscape Enhancements

Streetscape enhancements are elements within the right of way, such as wayfinding, site furnishings, vegetation, lighting, branding, gateways, public art, and other design aesthetics that elevate the transportation experience for pedestrians. Streetscaping can also work to calm traffic by breaking up long, uninterrupted roadways that otherwise encourage speed. Roadways with higher pedestrian volumes than others, both current and anticipated, should consider streetscape enhancements. The City of Liberty can also work to make streetscape enhancements by continuing to maintain existing street lawn vegetation and enforcing the maintenance of private street lawns throughout the city.

Figure 14. Streetscaping in Downtown Liberty

Source: City of Liberty, Missouri

Access Management

Access management refers to the control and design of entry and exit points along a roadway. This encompasses all forms of intersections, from signalized intersections to unpaved driveways.

More crashes occur in areas with commercial and open space land uses compared to others (2025 CCAD). These areas tend to have more curb cuts to accommodate for vehicles pulling in and out of parking lots.

Each type of intersection has the potential for conflicts between vehicles, pedestrians, and bicyclists. The more frequently various modes intersect on a roadway, the higher the risk of crashes and injuries. Access management strategies, such as driveway closure, intersection spacing, right-in/right-out driveways, raised medians, roundabouts, and turn lanes, can be used individually or in combination to improve traffic flow and safety.

Expand and Promote Transit Services

Increasing transit access and ridership is one of the most effective ways to improve roadway safety. This is because traveling by bus is one of the safest transportation options available today. The promotion and education of existing transit services in Liberty, such as the Liberty Access Bus, which provides free essential trips for adults aged 60 years and older, should remain a priority in the city to increase ridership, awareness of multimodal mobility options, and foster community buy-in for transit expansion in the future. Additionally, future pedestrian networks and enhancements should be built with the possibility of future bus stops in mind. This will work to proactively address barriers in first/last mile connections to transit, including accessibility and safety concerns, prior to service expansion.

Residents of Liberty have **voiced interest in expanded multimodal transportation options**, including transit services in their community.

Figure 15. City of Liberty Access Bus

Source: City of Liberty, Missouri

Alternative Transportation Programs

Alternative Transportation Programs are used to promote alternative modes of transportation in communities. These programs reduce the need for individuals to drive while under the influence by providing or incentivizing the use of for-profit rideshare services, nonprofit safe ride programs, and public transportation such as buses or shuttles.

Driver Education

Enhancing driver education is a crucial step in achieving safer roads. While all drivers who receive their driver's license in Missouri are required to pass a written and road test, driver education programs are not a mandatory requirement in the state of Missouri. Formal driver education is offered at Liberty Public Schools and through the National Safety Council of Western Missouri and Kansas, but the costs of these programs range between approximately $300 and $800, which may be unattainable for young drivers and low-income drivers. Liberty should address this barrier by providing financial aid opportunities for teens from low-income households. Promoting this initiative can boost awareness about the significance of driver's education and safe driving practices.

10% of crashes involved an unlicensed driver (2025 CCAD).

Driver education requirements in Liberty should also be reevaluated to ensure that more holistic approaches to transportation safety are incorporated into new driver education. This includes bicycle and pedestrian awareness safety education. The League of American Bicyclists recommends that a better approach to the current model of driver education would be to incorporate comprehensive transportation education, providing multimodal skills that empower everyone to use multiple modes of transportation safely and have empathy and understanding for people, regardless of their travel mode.

In Liberty, **16-year-olds are involved in the highest number of crashes compared to all other ages.** This suggests that younger, less experienced drivers are more prone to accidents

Safe Routes to School Program

Safe Routes to School (SRTS) is a nationwide effort that advocates, plans, and implements safe routes for children to walk, bike, or roll to school. The goal of local SRTS programs is to review school areas for safety improvements for pedestrians and bicyclists and recommend improvements. Not only are these programs known to reduce severe crashes involving pedestrians and bicyclists, but they also increase rates of walking and biking. This decreases school-related traffic in communities, Increases active transportation opportunities and promotes healthy lifestyles for children. There is federal funding available for SRTS programs and planning. Liberty should strive to have an SRTS plan for every school in the city.

Liberty residents aged **0 to 20-years experienced a higher number of fatal and injury crashes involving pedestrians and bicyclists compared to all other age groups**. Suggesting younger active transportation users are more vulnerable on Liberty roadways (2025 CCAD).

Figure 16. City of Liberty, MO Pedal Kids Camp

Source: City of Liberty, MO

Media Campaigns

Mass media campaigns are intensive communication and outreach activities focusing on key topics regarding safety, health, and well-being (such as texting and driving) that use radio, television, print, social, and other mass media platforms. Some campaigns publicize a prevention measure (like a new law), and others promote specific behaviors (such as designated drivers). Campaigns can vary in size, scope, and duration, depending on funding and many other factors. Effective campaigns identify a specific target audience and communications goal. Then work to develop messages and delivery methods that are effective for any given audience and goal.

Between 2018-2022, **12% of crashes involved distracted drivers** (2025 CCAD). There are many reasons why a diver may become distracted. However, texting while driving is one example of a behavior that leads to distracted driving that may be countered through media campaigns.

Figure 17. MoDOT Statewide Media Campaign

Source: MoDOT

Enforcement

An effective way to address speeding concerns in any community involves collaboration with local law enforcement. By working with the Liberty Police Department, enforcement strategies can facilitate speed management in Liberty. These strategies should be implemented thoughtfully to ensure everyone benefits from them, regardless of background or location.

Automated Enforcement

Speed safety cameras and red-light cameras, or automated enforcement, may be used to supplement traditional law enforcement methods and may also alter societal norms around speeding and/or running red lights. Cameras may be particularly beneficial in areas with high numbers of children or people walking, biking, or traveling in wheelchairs. These devices can detect speeding vehicles and capture video or photographs of speeding vehicles for a set speed threshold. With proper controls in place and community input, speed safety cameras can offer fair enforcement of speeding, regardless of driver age, race, gender, or socio-economic status. Effective education and communication campaigns regarding the use of speed safety cameras are essential for successful implementation.

Missouri state law allows speed and red-light cameras in local traffic enforcement programs. However, the Missouri Supreme Court ruled such programs are unconstitutional unless the state has proof of the driver's identity at the time of the offense.

In more recent years from 2018-2022, **speeding and aggressive driving behaviors were cited in 38% and 12% of crashes,** respectively (2025 CCAD). While these cited behaviors are showing signs of decrease, law enforcement continues to rank it among their top concerns.

High Visibility Enforcement

While the Liberty Police Department already enforces speed and traffic violations, this effort can be expanded. Having officers present in high-crash and high-violation areas is an effective technique in fostering safer roadway conditions for all road users. Additionally, providing officers with traffic safety information and other educational materials to use during traffic stops can be an effective way to spread the SSA message and other transportation safety campaign messages. Speed enforcement locations should be determined through a data-driven process that considers locations with higher rates of speed-related crashes, prevailing speeds, or a high number of pedestrian and bicycle users. Another key element for effective enforcement is to collect better and more specific data when crashes are reported. Enforcement data should become more readily available to the public to ensure a transparent process.

Table of Countermeasures

Table 3, located on the following pages, provides an overview of the previously identified proven safety countermeasures recommended to be implemented in the City of Liberty, Missouri. Each countermeasure has been assigned a qualitative cost range on a scale of one (low) to four (high) dollar signs ($-$$$$) and a rating on a scale of one to five stars based on a combination of its efficacy and effort needed to implement.

Methodology

The purpose of the Countermeasure Prioritization Rating system is to take a holistic approach to measuring the efficacy and effort needed to implement each of the countermeasures. Table 2 provides an overview of the methodology used to rate each of the countermeasures. This rating combines several factors – expected crash reduction, cost, quick build capability, and implementation difficulty level. These factors are weighted into a single rating to quickly compare the potential effectiveness of countermeasures. The factor weighting may be adjusted based on local agency priorities.

Initial ratings are based on total scores out of 12 points (or 100%). The score percentage is then used to develop the final Countermeasure Prioritization Rating out of 5 stars,

with five stars representing the countermeasures with the highest combined scores out of the factors assessed. It is recommended that the countermeasures with the highest star ratings be prioritized for implementation.

Table 1. Countermeasure Prioritization Rating Methodology

Efficacy or Effort Factor	Scoring	Max Score
Expected Crash Reduction	Based on the expected crash reduction percentage: Low – Between 0% and 20% (1 point) Medium - Between 20% and 40% (2 points) High - Above 40% (3 points)	3
Cost	$ - (4 points) $$ - (3 points) $$$ - (2 points) $$$$ - (1 point)	4
Implementation Difficulty	Low - (3 point) Medium - (2 point) High - (1 point)	3
Quick Build Capable	Yes - (2 points) Maybe/Not Applicable - (1 point) No - (0 points)	2
Total Points		**12**
Countermeasure Prioritization Rating		**1 Star = 0 – 2.5 points** **2 Stars = 2.5 – 5 points** **3 Stars = 5 – 7.5 points** **4 Stars = 7.5 – 9.5 points** **5 Stars = 9.5 – 12 points**

Table 2. Recommended Countermeasures for the City of Liberty

Countermeasure	Description	Expected Crash Reduction	Cost $-$$$$	Implementation Difficulty	Quick Build Capability	Countermeasure Prioritization Rating	Safe System Approach Strategies
Complete Streets Guide	Complete Street policies are set at the state, regional, and local levels and are frequently supported by roadway design guidelines. These guidelines increase roadway safety by integrating design elements and infrastructure into roadways like sidewalks, bike lanes, streetscaping, and modified travel lanes that can reduce the risk of motor vehicle-related crashes.	**Medium**	**Varies**	**Medium**	**N/A**	★★★☆☆	
Active Transportation Plan	An Active Transportation Plan can be a resource for analyzing existing active transportation networks and identifying and implementing solutions to increase safety and promote the use of active transportation modes. These plans can be developed at the local, regional, or state level and typically recommend infrastructural elements such as sidewalks, bike lanes, crosswalk safety improvements, ADA enhancements, and other projects that improve and expand active transportation networks.	**Medium**	**Varies**	**Low**	**NA**	★★★☆☆	
Sidewalks	Investing in a safe, accessible sidewalk network encourages walking and enhances pedestrian and bicyclist safety by separating these modes from vehicular traffic. Sidewalks should exceed accessibility standards, accommodate high pedestrian volumes, and provide space for street furniture and future infrastructure.	**High**	**$$$**	**Medium**	**No**	★★★☆☆	
Bicycle Lanes	Bicycle lanes are dedicated facilities on or adjacent to roadways that can prevent interactions, conflicts, and crashes between bicyclists and vehicles. These facilities are proven to make roadways more comfortable and safer for bicyclists, pedestrians, and drivers, too. Bicycle lanes can be implemented through the use of paint striping or separation by vertical elements like posts, curbs, or vegetation.	**High**	**$$**	**Medium**	**Yes**	★★★★☆	

Countermeasure	Description	Expected Crash Reduction	Cost $-$$$$	Implementation Difficulty	Quick Build Capability	Countermeasure Prioritization Rating	Safe System Approach Strategies
Crosswalk Visibility Enhancements	Crosswalk visibility enhancements improve pedestrian safety by providing pedestrians with a secure and easily recognizable path to cross streets. These crossings often include clearly marked crosswalks, ample lighting, refuge islands, and well-defined signage.	**Medium**	**$$**	**Low**	**Yes**	★★★★☆	
Curb Extensions/Bulb Outs	Curb extensions, or bulb-outs, extend sidewalks into intersections, narrowing the road and reducing pedestrian crossing distances. This improves pedestrian comfort, visibility, and safety while slowing traffic. They are proven to be effective at intersections, mid-block crossings, and in parking lanes or wide shoulders.	**Medium**	**$$**	**Low**	**Yes**	★★★★☆	
Raised Crossing	Raised Crossings are flush with the sidewalk, encouraging drivers to yield to pedestrians in the crosswalk and reinforcing slower speeds. Accessibility of the crossing is improved with raised crosswalks, as it allows pedestrians to cross at the same height as the sidewalk.	**High**	**$$**	**Medium**	**No**	★★★☆☆	
Traffic Calming	Traffic Calming measures slow vehicle speeds and improve safety for all road users. Horizontal traffic calming narrows roads or adds curves using bulb-outs, median islands, chicanes, or other physical infrastructure items. Vertical traffic calming adds elements like speed humps, raised crosswalks, speed cushions, and raised intersections.	**High**	**$$**	**Low**	**Yes**	★★★★★	
Lane Narrowing	Lane narrowing involves reducing travel lane widths, typically by two or more feet, while maintaining the existing number of lanes. By reducing the lane width, motorists are encouraged to drive slower, and pedestrians have a shorter distance to cross. The reclaimed space can be used for pedestrian and bicyclist-friendly spaces.	**Medium**	**$$$$**	**Medium**	**Yes**	★★★★☆	

Countermeasure	Description	Expected Crash Reduction	Cost $-$$$$	Implementation Difficulty	Quick Build Capability	Countermeasure Prioritization Rating	Safe System Approach Strategies
Raised Medians	Raised medians limit motor vehicle turns and mitigate head-on collisions by physically dividing opposing lanes of traffic. They are typically utilized at intersections, along blocks, and/or at midblock crossings, and are particularly beneficial at intersections where there is a need for left-turn restrictions due to inadequate yielding or high speeds. These can also provide pedestrians with a refuge island, allowing them to cross one direction of traffic at a time.	**High**	**$$$**	**Medium**	**Yes**	★★★★☆	
Roundabouts	A Single-lane Roundabout has a single entry lane and exit lane per approach (as well as only one internal lane), which reduces the number of conflict points, lowers travel speed, eliminates angle collisions, and decreases crossing distances for vulnerable road users (VRUs).	**High**	**$$$$**	**Medium**	**No**	★★★★☆	
	A Multi-lane Roundabout has a less sharp entry angle, more conflict points, and a slightly more complicated geometry due to having multiple lanes. A turbo roundabout is a variation of a multi-lane roundabout that can provide the same safety effect as a single-lane roundabout, as the geometric design of the roundabout plus lane dividers encourages motorists to select the proper lane before entering the roundabout and not try to change lanes within the roundabout.	**High**	**$$$$**	**Medium**	**No**	★★★★☆	
	Mini Roundabouts function the same as traditional single-lane roundabouts, but are smaller in diameter, are single-laned, have a traversable center to accommodate larger vehicles, and don't require additional right-of-way.	**Medium**	**$$$**	**Medium**	**Yes**	★★★½☆	

Countermeasure	Description	Expected Crash Reduction	Cost $-$$$$	Implementation Difficulty	Quick Build Capability	Countermeasure Prioritization Rating	Safe System Approach Strategies
Dedicated Turn Lanes	Dedicated turn lanes, or auxiliary turn lanes, provide physical separation between slowing or stopped turning traffic and through traffic at intersections and are particularly beneficial at two-way stop-controlled intersections. When adding turn lanes, pedestrian and bicyclist safety should be considered, as offset lanes can increase crossing distances.	**Medium**	**$$$$**	**Medium**	**No**	★★★☆☆	
Systemic Stop-Control Modifications	Systemic Stop-Control Modifications aim to increase the visibility of stop sign-controlled intersections. These modifications can include advanced intersection warning signage, retroreflective signpost panels, enlarged and double-up signs, approach rumble strips, and "Cross Traffic Does Not Stop" warning signage.	**Low**	**$$**	**Low**	**Yes**	★★★☆☆	
Reduced Conflict Intersections	Reduced conflict intersections are designed to simplify driver decision-making and minimize the potential of severe crashes. Several effective strategies include RCUTs, MUTs, and J-Turns, and can be implemented at both signalized and unsignalized intersections.	**High**	**$$$$**	**High**	**No**	★★★☆☆	
Speed Limit Reduction	Lowering speed limits, in addition to implementing safer roadway design, can reduce the likelihood of severe or fatal crashes. Driving at slower speeds provides drivers with more time to react, increased visibility, and lower impact forces. Setting the appropriate speed limit depends on factors such as pedestrian activity, crash history, land use context, intersection spacing, traffic volume, and observed speeds. Frequent posting of speed limit signs is recommended to more effectively reduce speeds.	**Medium**	**$**	**Low**	**Yes**	★★★½☆	

Countermeasure	Description	Expected Crash Reduction	Cost $-$$$$	Implementation Difficulty	Quick Build Capability	Countermeasure Prioritization Rating	Safe System Approach Strategies
Speed Feedback Signs	Speed Feedback Signs, posted alongside Speed Limit signs, register and display approaching drivers' speeds. This posted speed is dynamic and will adjust as the driver speeds up or slows down. These signs make drivers aware of their current speed and encourages them to slow down if speeding through the use of flashing numbers or lights.	**Low**	**$**	**Low**	**Yes**	★★½☆☆	
Traffic Signaling Improvements	Traffic signaling improvements include adjusting traffic signal timings to increase safety and roadway efficiency. Various strategies include implementing Leading Pedestrian Intervals (LPIs), protected left-turn phasing, pedestrian countdown signals, installing High-Intensity Activated Crosswalk (HAWK) Signals, adjusting yellow change intervals, and adding retroreflective backplates to signal heads.	**Low**	**$$**	**Medium**	**NA**	★★☆☆☆	
Pedestrian Hybrid Beacon	Pedestrian Hybrid Beacons (PHB), also known as High-intensity Activated Crosswalk (HAWK Signals), use flashing and solid-colored lights to improve drivers' stopping and yielding behavior to crossing pedestrians at unsignalized locations. PHBs activate only when pedestrians are present and should be strongly considered for roadways with speeds higher than 40 mph.	**High**	**$$$**	**Medium**	**No**	★★½☆☆	
Roadway Lighting	Street lighting enhances safety and accessibility by illuminating key areas and improving visibility, which decreases crash risk, and is an important component of improving pedestrian safety. This tool is particularly effective at controlled and uncontrolled intersections, midblock crossings, along sidewalks, and in areas with high pedestrian volumes like transit stops, commercial zones, schools, and parks.	**Medium**	**$$**	**Medium**	**No**	★★½☆☆	
Streetscape Enhancements	Streetscape enhancements, such as wayfinding, lighting, public art, and design aesthetics, improve the pedestrian experience and can help calm traffic. These features are ideal for roadways with high pedestrian volumes, both current and anticipated.	**Medium**	**Varies**	**Low**	**NA**	★★½☆☆	

Countermeasure	Description	Expected Crash Reduction	Cost $-$$$$	Implementation Difficulty	Quick Build Capability	Countermeasure Prioritization Rating	Safe System Approach Strategies
Access Management	Access management refers to the control and design of entry and exit points along a roadway, including the number of driveways within a given space and the width of driveways. Access management strategies, such as driveway closure, intersection spacing, right-in/right-out driveways, raised medians, roundabouts, and turn lanes, can be used individually or in combination to improve traffic flow and safety.	**Medium**	**$$$$**	**Medium**	**Yes**	★★★★☆	
Expand and Promote Transit Services	Increasing transit access improves roadway safety, as traveling by bus is one of the safest transportation options. Promoting existing transit services, like Liberty Access Bus, should remain a priority to increase ridership and awareness of multimodal mobility options.	**High**	**Varies**	**High**	**NA**	★★★☆☆	
Alternative Transportation Programs	Alternative Transportation Programs reduce the need for individuals to drive while under the influence; these include for-profit rideshare services, nonprofit safe ride programs, and public transportation (such as buses or shuttles).	**Medium**	**Varies**	**High**	**NA**	★★½☆☆	
Driver Education	Enhancing driver education is key to safer roads, yet Missouri does not mandate formal driver education. While programs are available, their cost may be a barrier for young and low-income drivers. Providing financial aid for teens from low-income households can increase access to this education and promote safe driving practices.	**Medium**	**Varies**	**High**	**NA**	★★½☆☆	
Safe Routes to School	Safe Routes to School encourages children to walk or bike to school, educates them on how to walk and bike safely, and facilitates the planning, development, and implementation of projects that support healthy, active, and safe walking and biking habits.	**Medium**	**Varies**	**Medium**	**No**	★★½☆☆	

Countermeasure	Description	Expected Crash Reduction	Cost $-$$$$	Implementation Difficulty	Quick Build Capability	Countermeasure Prioritization Rating	Safe System Approach Strategies
Mass Media Campaign	Mass media campaigns are intensive communication and outreach activities focusing on key topics and can use various forms of media to publicize the message. Campaigns can educate the public on various prevention measures or promote specific behaviors (such as designated drivers). Campaigns can vary in size, scope, and duration, depending on funding and many other factors.	**Low**	**Varies**	**Medium**	**NA**	★★☆☆☆	
Automated Enforcement	Automated enforcement detects and documents traffic violations, most commonly red light running and speed enforcement, through photographic evidence. The vehicle owner is identified by license plate and is notified of the infraction by mail. Missouri state law allows speed and red light cameras in local traffic enforcement programs. However, the Missouri Supreme Court ruled such programs are unconstitutional unless the state has proof of the driver's identity at the time of the offense.	**Medium**	**$$$**	**Medium**	**No**	★★☆☆☆	
High Visibility Enforcement	High-visibility enforcement is a technique used in high-crash and high-violation areas to increase safer roadway conditions for all road users. Speed enforcement locations should be determined through a data-driven process that considers locations with higher rates of speed-related crashes, prevailing speeds, or a high number of pedestrian and bicycle users. This tactic can be paired with education through traffic safety materials provided during stops.	**Medium**	**$$$**	**Medium**	**NA**	★★☆☆☆	

Additional Countermeasures

The 2025 Citywide Crash Data Analysis indicates that the following *Additional Countermeasures* do not directly address the most pressing transportation safety concerns currently observed in Liberty. For this reason, **the following countermeasures are not recommended as primary strategies at this time. However, they are included as additional considerations to ensure they remain part of long-term planning efforts and are continued to be integrated into ongoing maintenance or future improvement projects**, where appropriate. Overall, there is high support among those in Liberty for continued efforts to identify and incorporate additional priorities into citywide transportation improvements over time. Additionally, several policy and programmatic countermeasures have been included for future consideration and as funding allows.

Rectangular Rapid-Flashing Beacon

Rectangular rapid-flashing beacons (RRFB) use flashing lights to improve vehicle stopping and yielding behavior to crossing pedestrians at unsignalized locations. RRFBs are particularly effective at multilane crossings where the posted speed limits are 40 miles per hour (mph) or under. Beacon activation occurs only when pedestrians are present.

Figure 18. Rectangular Rapid-Flashing Beacon

Source: Kansas City Facebook

Shared-Use Paths

Shared-use paths, also known as off-street trails when away from roadways, are typically two-way facilities that provide pedestrians and bicyclists with minimal cross-flow interactions with vehicles. Implementing shared-use paths can provide a separate and more comfortable option for pedestrians and bicyclists to travel or recreate on. Ideally, bicycles should be separated from pedestrians where a significant volume of either mode is present, but where space limitations exist, multi-use paths are still valuable.

Heart disease is the leading cause of death in the state of Missouri. Living an active lifestyle is one strategy proven to prevent this chronic disease. Investing in active transportation networks and recreation trails can provide Liberty residents with greater access to physical activity opportunities.

Figure 19. Wilshire Park Trail (Multi-Use Path)

Source: City of Liberty Parks & Trails Map

Low-Speed Shared Streets or Slow Zones

Low-speed streets are roadways that allow bicyclists to comfortably operate across the entire roadway when motorized vehicles with low operating speeds are present. This strategy should be implemented in areas where pedestrian and bicyclist volumes outweigh vehicular volumes. The low speeds on these shared streets apply to all road users, including vehicles, with operating speeds typically recommended at no greater than 10 mph. This countermeasure may be appropriate in the residential areas surrounding schools and parks or in commercial areas with high volumes of pedestrian and/or bicyclist traffic.

On average, **low- and moderate-volume streets in Liberty experience one or less fatal or injury crashes annually**. Compared to more than eight on high-volume streets (2025 CCAD).

Saturation Patrols

A saturation patrol (also called a blanket patrol or dedicated DWI patrol) consists of a large number of law enforcement officers patrolling a specific area looking for impaired drivers. These patrols usually take place at times and locations where impaired-driving crashes commonly occur. Like publicized sobriety checkpoint programs, the primary purpose of publicized saturation patrol programs is to deter driving after drinking by increasing the perceived risk of arrest. To do this, saturation patrols should be publicized extensively and conducted regularly, as part of an ongoing program.

Cases of driving while impaired have shown a general decline over recent years in Liberty. However, between 2013 to 2022 **there were roughly 8 crashes on average annually that involved impaired drivers** (2025 CCAD).

Improved Data Collection and Project Evaluation Processes

In order to continuously make transportation improvements in a community, it is crucial that transportation professionals make recommendations through a data-driven process. It is recommended that communities collect as much data and information as possible regarding the various modes of

transportation and users in their community. This can include increased pedestrian and bicyclist counts (volume data). It is also recommended that data be collected over longer periods of time, when possible. For example, using technology for multiple days versus manual counts on a single day. This can be completed through the use of tools and technology such as automated count devices. More importantly, incorporating an evaluation component into any safety intervention implemented in a community should also be encouraged. Studies before and after an intervention have been implemented, which can show local crash reduction effectiveness.

Additionally, a key element for effective enforcement is to collect better and more specific data when crashes are reported. Enforcement data should become more readily available to the public to ensure a transparent process. This data can be used to provide better recommendations for roadway safety enhancements in the future.

Figure 20. Automated Count Device

Source: League of American Bicyclists

Policy & Advocacy

While a majority of the roadway safety laws fall under the domain of the Missouri state legislature, the City of Liberty can play a crucial role in advocating for state policy change. Strategies for local governments to advocate for statewide change include building relationships with state legislators, continued engagement with the community, and forming advocacy coalitions with other local governments and organizations.

Primary Enforcement Seat Belt Law

The use of seat belts is a vital public health tool used to increase safer outcomes for those traveling in vehicles. In the state of Missouri, seat belt laws can only be enforced secondarily for anyone in a vehicle over the age of 16, meaning officers can only issue a citation for not wearing a seat belt if they have stopped the vehicle for another violation (like running a red light). When a seat belt law is enforced primarily, it allows an officer to pull over a driver for not wearing a seat belt without needing another violation. While primary enforcement seat belt laws currently apply to people in vehicles aged 8 through 15, the primary enforcement law should be expanded to include everyone.

A majority of Liberty drivers and passengers practice safe behaviors by wearing a seatbelt. In the past five years, **84% of people involved in crashes were wearing a seatbelt** (2025 CCAD).

Universal Motorcycle Helmet Law

Currently, in the state of Missouri, it is legal for motorcyclists to ride without helmets if they are 26 years or older and have medical insurance. Nationwide, only about half of the states in the nation have implemented universal helmet laws. Motorcyclists continue to be overrepresented in the number of fatal traffic crashes occurring annually on both the national and local level in Liberty, Missouri. Head injuries are the leading cause of death and disability among

Motorcyclists are disproportionately involved in roadway fatalities in Liberty. Although many motorcyclists wear helmets, in recent years, **the proportion of riders involved in crashes who were not wearing a helmet has begun to outnumber those wearing helmets** (2025 CCAD).

motorcyclists. Helmets are an effective way to reduce this risk. The state of Missouri should expand its current motorcycle helmet law to include everyone of all ages, regardless of insurance status.

Speeding and Red-Light Cameras

Speeding and red-light cameras are automated enforcement measures typically installed at intersections to capture photos or videos of vehicles committing traffic violations. In Missouri, there are currently no state laws regulating (permitting or prohibiting) the use of speed cameras or red-light cameras, and instead, they are permitted by city ordinance. The City of Liberty should seek action to develop an ordinance that allows for the use of speed cameras and/or red-light cameras to increase roadway safety for all road users and awareness of safer driving behaviors.

Speeding was involved in **12%** of crashes in Liberty (2025 CCAD).

Conclusion

The data analysis results, and the community engagement feedback were used to identify proven safety countermeasures that align with the Safe System Approach, which emphasizes holistic, comprehensive strategies for improving transportation safety. Doing so specifically addresses the conditions and behaviors that result in crashes, fatalities, and injuries in Liberty. This approach recognizes that human error is inevitable. Because of this, every component of Liberty's transportation system should anticipate these mistakes and prevent them. From the people who use the roadways, to the policies that dictate speed limits, and to the design of the streets.

Implementing countermeasures aligned with the Safe System Approach will take time, funding, and significant collaboration among the community, various departments within the city government, and local leaders. However, through the implementation of these safety strategies and countermeasures, the City of Liberty can begin to systemically improve roadway safety and ensure everyone can move safely through the community. As the city continues to grow, these safety strategies will be essential in preserving the well-being of all road users, helping Liberty to remain a vibrant and accessible community for years to come.

LIBERTY, MO

COMPREHENSIVE SAFETY ACTION PLAN

CREATING SAFER STREETS FOR EVERYONE IN LIBERTY

JULY 2025

Liberty missouri

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MESSAGE FROM THE PUBLIC WORKS DIRECTOR

We are facing a pivotal moment in our community's history as we begin our journey toward improving safety for everyone on Liberty's streets. Since 2013, we have lost nine lives on our roads. Each year more than 100 traffic crashes take place in Liberty, many of which result in injuries. It is true, some crashes are unpreventable. However, many crashes can and must be prevented. That is why our community has worked hard to develop the inaugural Comprehensive Safety Action Plan. Everyone who works, lives, and plays in the City of Liberty deserves to travel to and from their destinations safely and efficiently.

This plan serves as our roadmap for the next decade and will hold us accountable in ensuring safety is addressed across all layers of our transportation system. From the people who use the roads, to the people who maintain our roads, and to the people who design our roads, everyone will play a part in creating safer conditions. This will take hard work, but through better engineering, education, and enforcement, we can achieve this ambitious goal together. Because we know that the alternative is not an option, just one person's death or injury on Liberty's streets is too many.

Everyone who worked on this plan has played essential roles in setting our goals in motion. However, our collective actions from now on will help us achieve our goals and beyond. Ensuring that Liberty remains a great place to live, work, and play for generations to come.

Sherri McIntyre

City of Liberty Director of Public Works

DEDICATION

The City of Liberty would like to dedicate the Comprehensive Safety Action Plan to all of the members of our community who have lost loved ones or who have experienced life-changing injuries due to traffic crashes. From parents, children, grandparents, caretakers, and friends, we have all been affected by traffic violence in some way. This work focuses on ensuring that future generations will not need to experience these shared losses.

ACKNOWLEDGEMENTS

We also would like to express our gratitude to everyone who remains dedicated to creating safer streets for everyone in Liberty. This plan could not have been completed without the community, committee members, and City staff and public officials. Thank you.

Safety Action Plan Advisory Committee

Angel Rose, Liberty Transportation

Anna Riley, Mothers Against Drunk Driving

Brian Forquer, Northpoint KC

David Gale, Gale Hart Development

Jerod Breit, Mothers Against Drunk Driving

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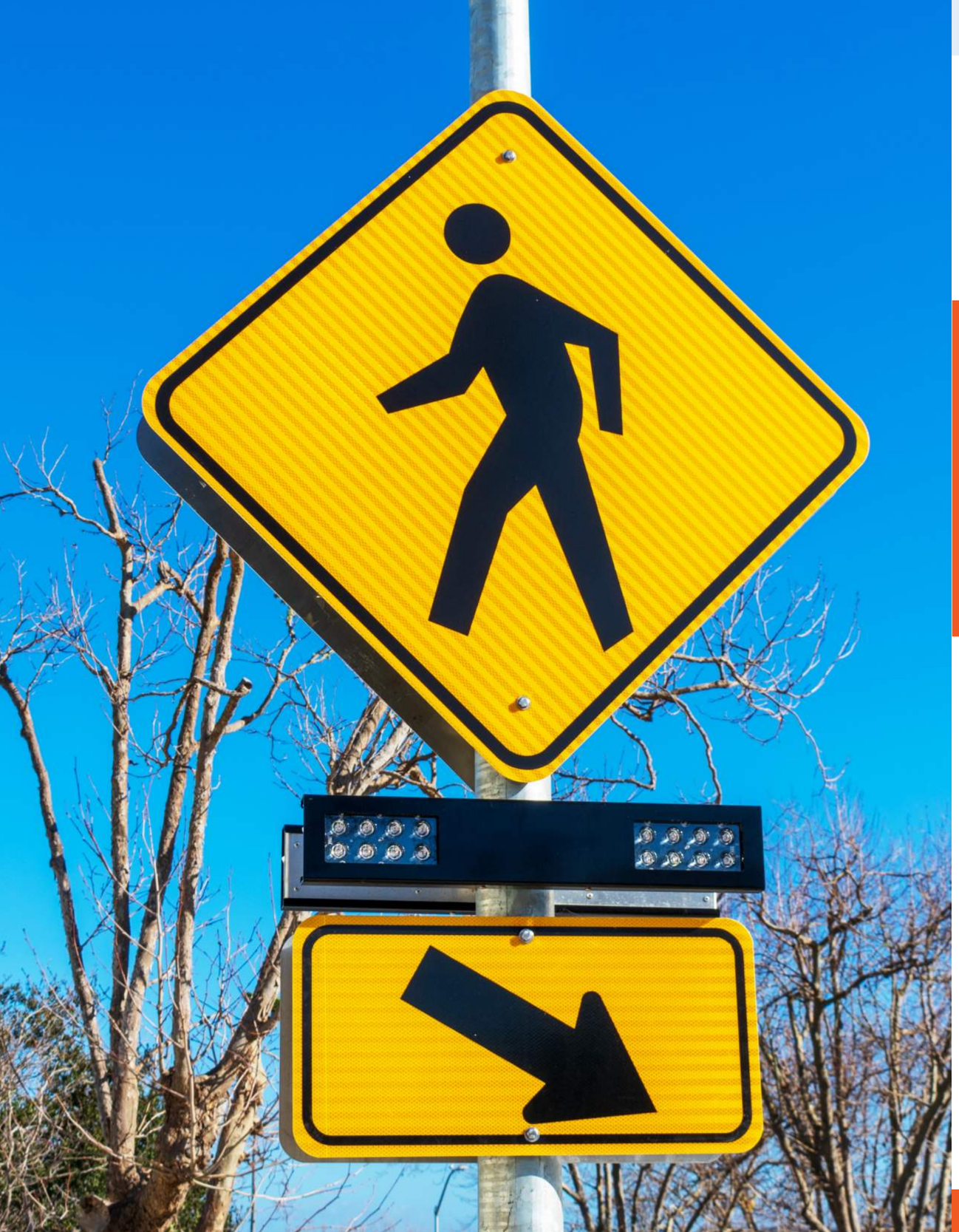
Planning efforts supported by HDR



EXECUTIVE SUMMARY

The City of Liberty has developed the community's first Comprehensive Safety Action Plan (CSAP) in partnership with residents, the CSAP Advisory Committee, City staff across multiple departments, and City leadership. The CSAP was developed in direct response to the growing need for safer streets for everyone who lives, works, and plays in Liberty.

Each year, Liberty experiences over 100 traffic crashes. From 2013 to 2022, there were 1,520 total crashes that resulted in injuries and/or fatalities on Liberty roadways. Among these crashes there have been:

- **Nine fatalities**
- **161 serious injuries**
- **1,350 minor injuries**

Not only have these crashes made a lasting impact on the people involved and their loved ones, they have created a financial burden on the community as well. It is estimated that these 1,520 crashes resulted in roughly $455 million in related costs.

In Liberty, crashes do not occur consistently throughout the transportation network and are instead concentrated on a few corridors at higher rates than others. **In fact, more than 70% of fatal and injury crashes have happened on less than 10% of the streets in Liberty.** These corridors include many of the major arterial roads in the area, which are typically those with higher volumes of traffic and higher speeds. The infrastructure projects recommended in the CSAP focus on the roadway segments, corridors, and intersections with the highest crash and injury risk.

While crashes resulting in fatalities and serious injuries decreased by 31% from 2013 to 2022, there is still much work that needs to be done to improve transportation safety and reduce the risk of crashes for everyone on Liberty's roadways.

The Liberty Comprehensive Safety Action Plan serves as the City's first step toward increasing safety for everyone and is grounded in the understanding that many roadway crashes are preventable. Through the implementation of proactive strategies, the City of Liberty aims to address safety risks both systemically city-wide and strategically in locations with the highest safety concerns.

Using the United States Department of Transportation's Safe System Approach framework, infrastructure projects, countermeasures, programs, policy updates, and initiatives are identified in the plan to target safety across all aspects of the transportation system. This framework acknowledges that everyone plays a part in improving street safety, from those who design the roads to those that use the roads. Shifting the blame of traffic crashes from the "individual" to the system, this method encourages system-wide improvements rather than solely relying on behavioral changes.

The recommendations in this plan are based on a thorough citywide crash data analysis, a review of current city policies, and feedback from the community. There are 42 infrastructure projects and 35 short-, mid-, and long term action items recommended in this plan.

The following action steps reflect the City's short-term goals. More details and information on the mid- and long-term projects and action steps can be found in the CSAP.

15 Short-Term Priority Action Steps

- Adopt a Vision Zero Resolution
- Establish a Transportation Safety Commission
- Identify Grant Funding Opportunities
- Delegate Transportation Safety Roles
- Regularly Review Vision Zero Progress
- Advocate for Safety on the Leonard Lightburne Multimodal Study
- Integrate Safety Projects into the Capital Improvements Plan
- Integrate Safety Improvements into the Street and Storm Water Maintenance Program
- Initiate Short-Term City Street Infrastructure Projects
- Partner with MoDOT to Initiate State Road Infrastructure Projects
- Initiate Systemic Speed Reduction Efforts
- Create a Transportation Safety Campaign
- Expand Enforcement Toolbox
- Leverage Existing Online Data Tools
- Citywide Speed Reduction Policy and Traffic Signal Timing Update

The goals and actions described in this plan are ambitious and will take dedication from everyone in the community to achieve. However, they are imperative to creating safer streets for everyone in Liberty.

INTRODUCTION

Unsafe roadways and traffic crashes are critical issues faced by many communities across the nation, including the City of Liberty. From 2013 to 2022, there were 1,520 total crashes that resulted in injuries or fatalities on streets in Liberty. Of which, 161 resulted in serious injuries and nine crashes resulted in fatalities. With over 30,000 people calling Liberty home, it is essential that the city takes immediate action in reducing the risk of traffic crashes that result in fatalities or injuries on Liberty's roadways to ensure everyone can move through the community safely. Because the only acceptable number of crashes people in Liberty should experience is **zero**.

Transportation Safety for Everyone?

Yes, everyone means everyone! The City of Liberty is ensuring all road users, no matter their age, ability, or their travel mode, are safe on Liberty streets. This includes people who walk, roll, scoot, bike, take public transportation, and drive. Everyone deserves to travel safely and accessibly in or through Liberty.

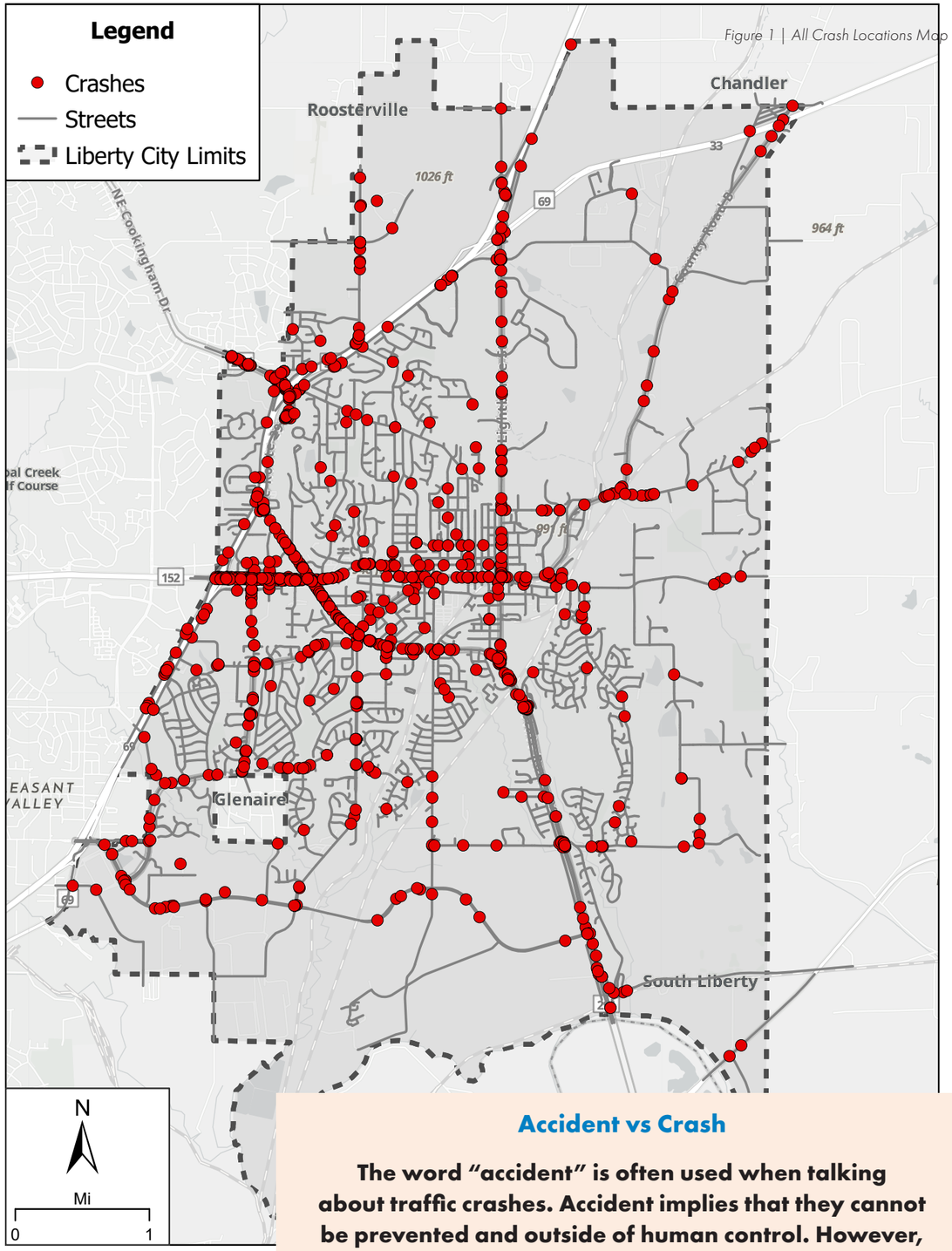


Figure 1 | All Crash Locations Map

Accident vs Crash

The word "accident" is often used when talking about traffic crashes. Accident implies that they cannot be prevented and outside of human control. However, crashes are not accidents, and many can be prevented.

The City of Liberty Comprehensive Safety Action Plan (CSAP), which was initiated in 2024 and completed in July 2025, outlines a plan for reducing traffic-related fatalities and serious injuries through recommended infrastructure projects and proven-safety countermeasures. Once implemented, these projects and countermeasures will enable Liberty to proactively improve safety city-wide for everyone.

To support the City's goals to improve roadway safety, the CSAP project team followed a structured planning approach, conducted a thorough safety analysis, and set measurable action steps to reduce fatal and serious injury crashes. Engagement and collaboration with community members and city officials was also essential in developing the CSAP. These key elements, and more, drove the project development and planning processes and will ensure the action plan is successful in its continued implementation.

Key Elements

Leadership Commitment and Goal Setting: City of Liberty staff and leaders, including City Council and the Mayor, participated in the CSAP process and established realistic goals and action steps to achieve over the next decade.

Planning Structure: The CSAP Advisory Committee actively engaged with the project team throughout the development of the plan to provide general oversight and guidance on recommendations.

Safety Analysis: The CSAP recommendations rely heavily on a thorough citywide crash data analysis that investigated historical crash trends to identify areas with the highest safety concerns.

Engagement and Collaboration: Engagement with the community was essential throughout the planning process. Residents were encouraged to participate and provide feedback so that their needs could be translated into actionable recommendations in the CSAP.

Policy and Process Changes: A review of current City of Liberty policies was conducted, and opportunities were identified to provide the inclusion of transportation safety more explicitly into City processes.

Strategy and Project Selections: The data analysis and community engagement was used to shape a comprehensive set of projects and strategies that will improve safety and address the needs identified in the community.

Progress and Transparency: The City of Liberty will continue to track the CSAP's implementation over time, including assessing current safety data trends, and will develop regular updates to maintain transparency with the community.

VISION & GOALS

While driving serves as the predominate mode of transportation for many people in Liberty (based on CSAP survey results and US Census data), this plan works to ensure that all people, no matter their mode of travel, age, or ability, are safe on Liberty's streets. This includes children in Liberty, older adults, people with disabilities, parents, working adults, and caregivers. Everyone deserves to move safely through the community when walking, rolling, bicycling, riding public transportation, or driving.

Vision Statement:

The City of Liberty will have a connected, multimodal transportation system that prioritizes safety, prevents crashes, and ensures everyone can travel to the places they need to go.

Goals:

- A network that is safe for all users and all abilities
- Safer opportunities for walking, biking, and rolling
- Increased education and messaging centered around safety
- Targeted safety improvements at high concern areas

Safe Streets and Roads for All (SS4A)

During the federal 2023 fiscal year, the City of Liberty was awarded a $200,000 Planning and Demonstration grant from the United States Department of Transportation's (USDOT) Safe Streets and Roads for All (SS4A) program. The City matched this grant with $50,000. The SS4A program was established by the Infrastructure Investment and Jobs Act (IIJA) to support communities working to improve transportation safety through $5 billion in appropriated funds over the 5 year period from 2022 to 2026.

Driving Change using the Safe System Approach

The Safe System Approach, developed by the USDOT, is a comprehensive framework used to address safety across all aspects of a transportation system. Building a redundant, self-enforcing system can reduce the severity of crashes when they occur. Similar to the Vision Zero initiative, which focuses on eliminating all traffic-related injuries and fatalities, this concept acknowledges that roadway safety is a shared responsibility and that safety solutions must be proactive. There are five pillars contained within the Safe System Approach including:

- Safer People
- Safer Vehicles
- Safer Speeds
- Safer Roads
- Safer Post-Crash Care

The recommendations in the CSAP align with the Safe System Approach to ensure that safety is woven into all layers of Liberty's transportation system. From the people that use the roadways to the people that design and engineer the streets. This strategy encourages a mixture of educational programming, communications, and policy changes with infrastructure projects and system-wide improvements.

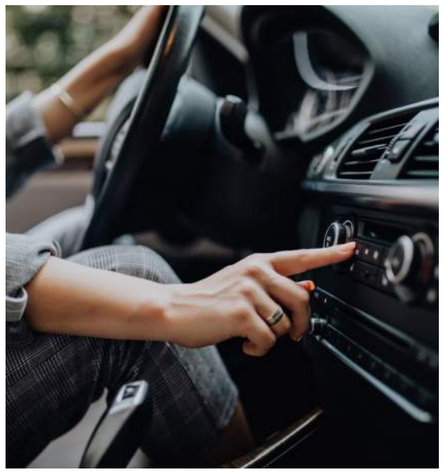
The CSAP emphasizes the City of Liberty's commitment to the community to prioritize safety at the forefront of every transportation project. Recommendations provided in this plan are built on data, feedback from the community, and national best practices. There were many groups that played essential roles in shaping this plan and guiding it forward. However, the City of Liberty needs everyone to work together to keep this momentum going for years to come.

KEY STRATEGIES

The recommendations provided in the CSAP predominately focus on the three Safe System Approach pillars that are most applicable to the City of Liberty's jurisdictional control—**Safer Speeds, Safer Roads, and Safer People**. More information on the Key Strategies can be found in Appendix D.

Empowering Safer Individuals

Roadway safety is a critical issue that impacts everyone in Liberty. By fostering a culture centered around safety, people's perceptions and behaviors will shift toward safer behaviors. To achieve these goals, all City departments will need to work together and collectively develop a mindset and shared language focused on improving roadway safety for all road users. Additionally, effective educational and messaging campaigns should play a pivotal role in fostering a culture of safety among those living, working, and playing in Liberty.



Examples of how to empower safer individuals includes:

Communications campaigns to combat distracted and intoxicated driving (e.g., social media, radio, news)

Safety education for drivers, pedestrians, and bicyclists

Encouraging alternative modes of transportation (e.g., transit, walking, biking)

Advocacy groups and champions

Transparent and data-driven decision making

Advancing Safer Infrastructure

Because people are prone to making mistakes, roadways should be designed with this in mind, minimizing the risk of death or serious injuries when mistakes do inevitably happen to the greatest extent possible. Through the thoughtful planning, designing, and engineering of roads for safety rather than speed, the City of Liberty can modify the behaviors of all road users and increase safety for everyone.

Examples of how to advance safer infrastructure include:

Update current city policies, ordinances, and technical specifications

Launch city-wide quick-build initiatives

Develop public spaces accessible to pedestrians and bicyclists

Accommodate all modes of transportation and people of all ages and abilities

Ensuring Safer Speeds

Speed is a key factor in traffic crashes and higher speeds typically result in more severe crashes. The severity of a crash outcome is heightened for people who are outside of a vehicle at the time of a crash such as pedestrians and bikers. These groups are more vulnerable to the impact of an oncoming vehicle, and even relatively lower speeds can still result in serious injury or death. Lowering speed limits in addition to safer roadway design can reduce the likelihood of severe or fatal crashes by providing drivers with more time to react, increased visibility, and lower impact forces.

Examples of how to ensure safer speeds include:

Review and revise speed limits and traffic signal timing

Enhance police enforcement tactics

Implement traffic calming countermeasures

Design roads and intersections with slower speeds target speeds

DATA ANALYSIS

This section provides an overview of the Citywide Crash Data Analysis that was conducted using crash data from 2013 to 2022. More detailed information on this analysis can be found in Appendix B.

Methodology

The City of Liberty developed the Citywide Crash Data Analysis using official crash data from the Missouri Department of Transportation (MoDOT). The crash dataset includes all minor injury, serious injury, suspected serious injury, and fatal crashes in Liberty from the years 2013 through 2022. This collective set of crashes are also referred to as "fatal and injury crashes" or "crashes" throughout the CSAP. Non-injury crashes and property-damage-only crashes were excluded from the data set. Additionally, crashes located on the segment of Interstate-35 located in the Liberty study area and the I-35 entrance/exit ramps were excluded from the data as well.

Fatal Crashes refer to crashes that resulted in at least one fatality.

Serious Injury Crashes refer to crashes that result in injuries that typically require medical care or treatment, such as broken bones, deep lacerations, or amputations.

Minor Injury Crashes refer to crashes that result in injuries that typically do not require extensive medical treatment such as bruises, minor lacerations, or sprains.

Overview

In Liberty from 2013 to 2022, there were 1,520 total traffic crashes resulting in fatalities or injuries. Among these crashes, there have been:

- Nine fatal crashes
- 161 serious injury crashes
- 1,350 minor injury crashes

Together, these crashes have contributed to an estimated $455 million in societal costs.

The total number of annual crashes in Liberty has decreased by 31% from 2013 and 2022. However, the annual number of crashes increased between 2014 and 2018, with a peak of 178 crashes in 2018. There was a sharp decline in the annual number of crashes in 2019 and 2020. This may be related to the COVID-19 pandemic and public health stay-at-home orders, and a cultural shift to remote learning and working schedules.

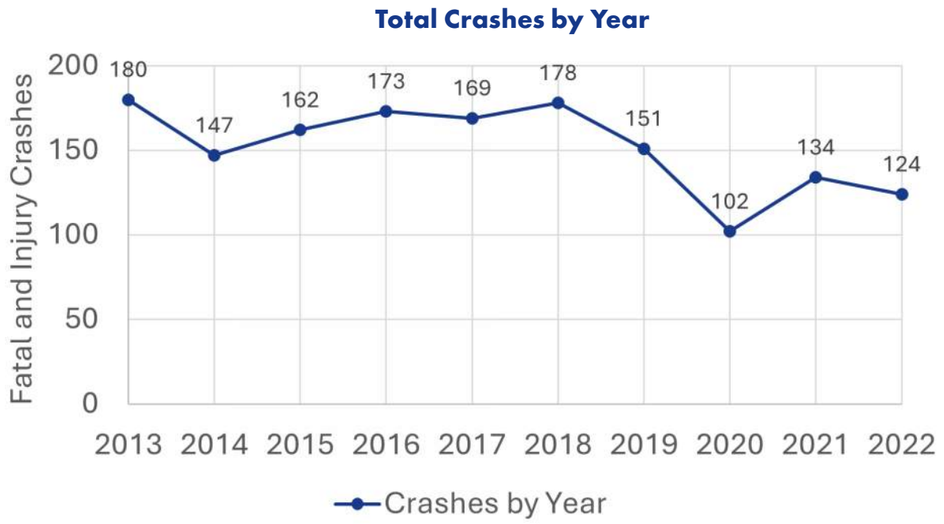


Figure 2 | Total Crashes by Year (2013-2022)

In more recent years, there have been striking similarities in a large number of the crashes that occur in Liberty. From 2018 to 2022, more than half of all crashes (69%) occurred at intersections. During that same period, the vast majority of crashes in Liberty did not involve a collision with fixed objects (e.g., fire hydrant or utility pole). Additionally, most crashes did not occur on curved roads. Specifically, more than 80% of crashes occurred while drivers were on a straight road.

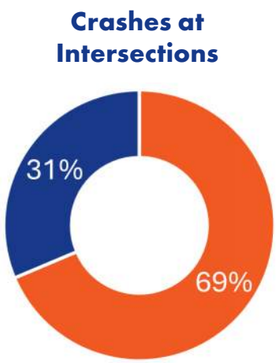


Figure 3 | Crashes at Intersections (2018-2022)

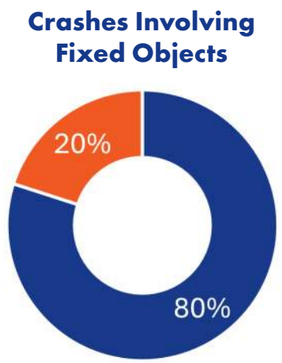


Figure 4 | Crashes Involving Fixed Objects (2018-2022)

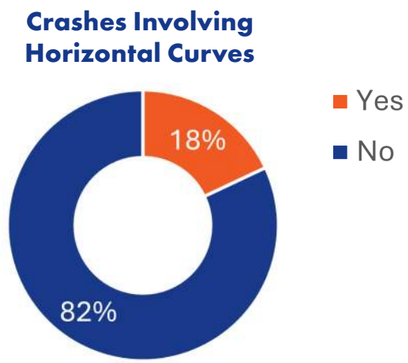


Figure 5 | Crashes Involving Horizontal Curves (2018-2022)

In regard to environmental conditions, of the crashes with the weather reported, a majority of crashes happened during daylight hours and in clear or cloudy weather conditions. However, a notable portion of crashes in Liberty happened in reduced visibility at night.

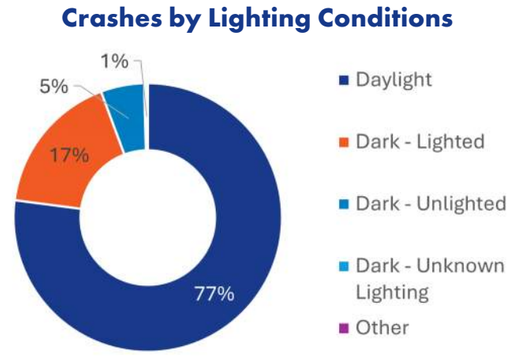


Figure 6 | Percent of Crashes by Lighting Conditions (2018-2022)

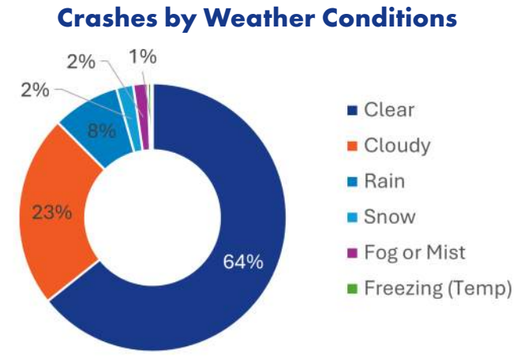


Figure 7 | Percent of Crashes by Weather Conditions (2018-2022)

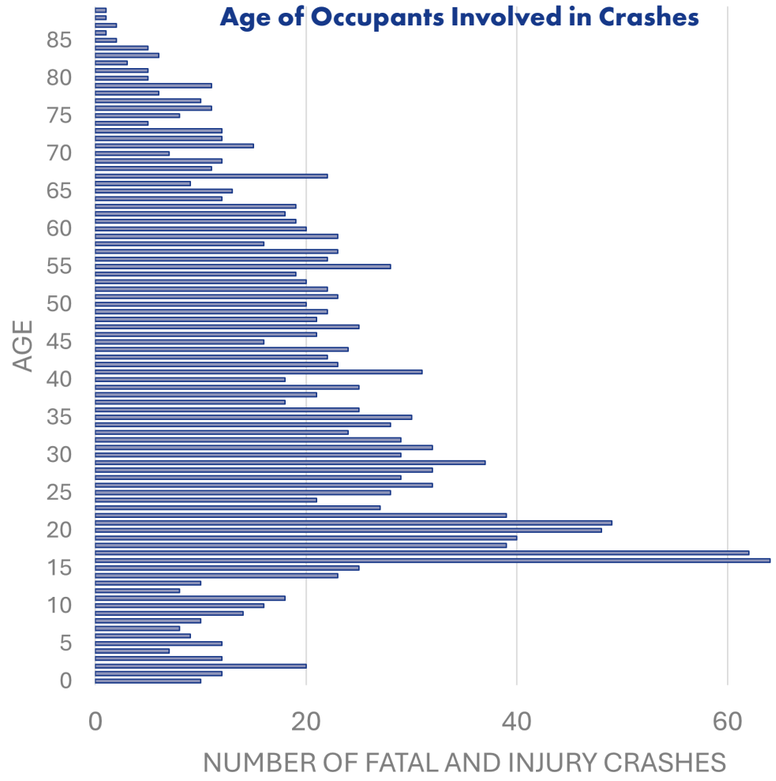


Figure 8 | Age of Occupants Involved in Total Crashes (2013-2022)

ROAD USERS

Road users is a term that refers to anyone using a road. Encompassing drivers, pedestrians, bicyclists, and transit riders. In Liberty, most road users engage in responsible behaviors. However, a small percentage of outliers continue to engage in careless behaviors like drinking and driving, speeding, and driving while distracted. These behaviors put everyone at risk in the community, especially young people (with 16 to 22-year-olds being the highest number of users involved in crashes), motorcyclists, bicyclists, and pedestrians. All of whom experience an elevated risk of death and injury due to traffic crashes on Liberty roadways.

While drivers account for the majority of road users in Liberty and a majority of all those involved in crashes, motorcyclists, bicyclists, and pedestrians are over-represented in the City's fatal and serious injury crash data. These groups are more vulnerable in collisions due to their lack of protection compared to drivers within vehicles.

Pedestrians, bicyclists, and motorcyclists were only involved in 7% of all crashes in Liberty but accounted for 31% of fatalities and serious injuries.

Fatal and Serious Injury Crashes by Road User Type

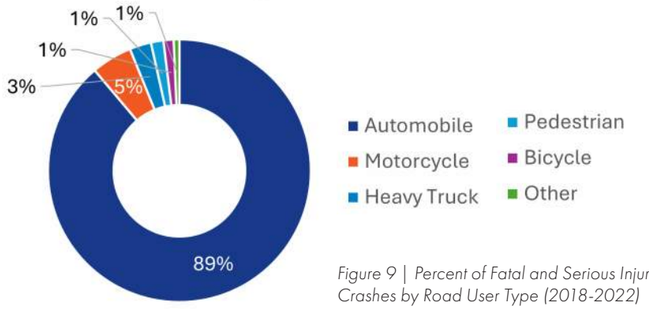


Figure 9 | Percent of Fatal and Serious Injury Crashes by Road User Type (2018-2022)

Wearing a seatbelt is an effective way to save lives. Within the past five years, 84% of individuals involved in crashes in Liberty were wearing seatbelts.

For motorcyclists, wearing a helmet is a proven way to increase one's safety and potentially save their life. However, in 2020 Missouri changed the state's motorcycle helmet law to eliminate the requirement of helmets for rides ages 26 years and older. From 2018 to 2022, only 60% of motorcyclists involved in crashes were wearing helmets. The proportion of those not wearing helmets during crashes has continued to rise.

Number of Motorcycle Crashes by Helmet Use

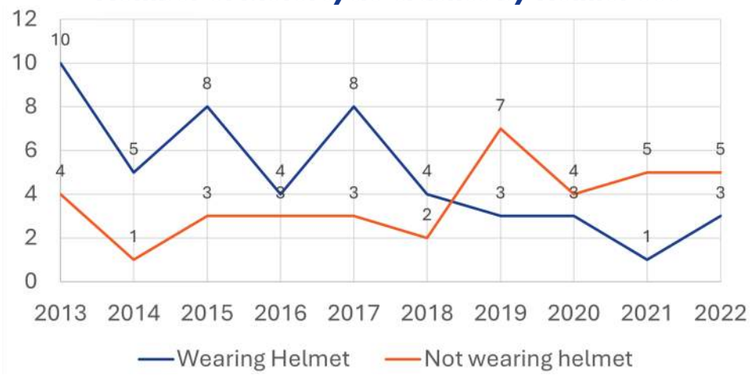


Figure 10 | Number of Motorcycle Crashes by Helmet Use (2013-2022)

Motorcycle Crashes by Helmet Use

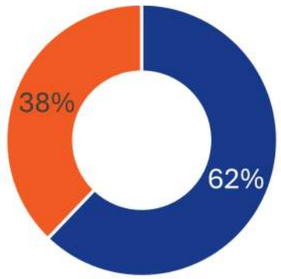


Figure 11 | Percent of Motorcycle Crashes Involving Helmet Use (2018-2022)

Aggressive driving continues to be the most frequently cited behavior by law enforcement. Nearly 40% of all crashes involved aggressive drivers. These behaviors may include tailgating, cutting other drivers off, or break checking someone.

Crashes by Aggressive Driving

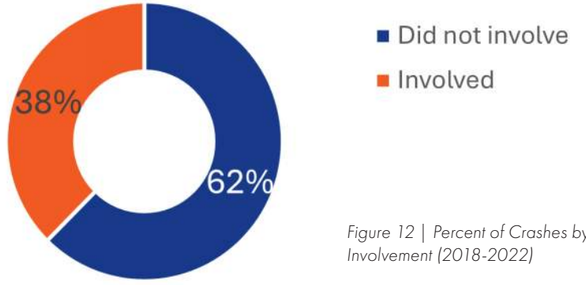


Figure 12 | Percent of Crashes by Aggressive Driver Involvement (2018-2022)

Driving while distracted (e.g., texting) and driving while impaired (e.g., intoxicated by drugs or alcohol) are involved in a small portion of all crashes in Liberty. From 2018 to 2022, distracted driving and intoxication was cited in 15% and 5% of crashes, respectively.

Crashes by Distracted Driving

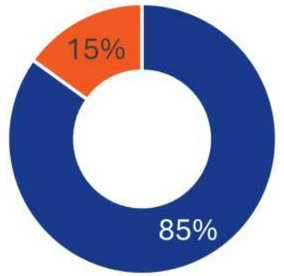


Figure 13 | Percent of Crashes by Distracted Driving Involvement (2018-2022)

Crashes by Impaired Driving

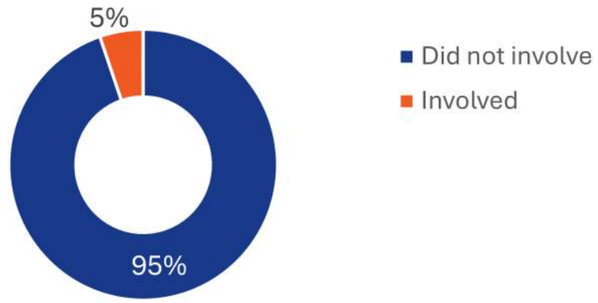


Figure 14 | Percent of Crashes by Impaired Driving Involvement (2018-2022)

DRIVING SPEEDS

A driver's speed is controlled through personal behaviors, city set speed limits, and roadway conditions. The speed of vehicles has tremendous impacts on the severity and outcomes of crashes. This is especially true for people traveling outside of vehicles, like pedestrians and bicyclists.

Pedestrians are more likely to be killed in crashes as driving speed increases. The likelihood of a crash resulting in a pedestrian fatality is significantly lower when cars are traveling at 20mph (1 in 10) compared to vehicles traveling at 40mph (9 in 10). Please note, the size and height of a vehicle also has implications for crash severity as well. The bigger and taller a vehicle is (like pick-up trucks and SUVs) the lower the survival rate for pedestrians is.

Figure 15 | Pedestrian Survival Rate

Driving speeds also has an impact on a driver's cone of vision. As speeds increase, the driver's cone of vision shrinks. Providing them with less awareness and time to react. Leaving everyone on the roadway more vulnerable to crashes.

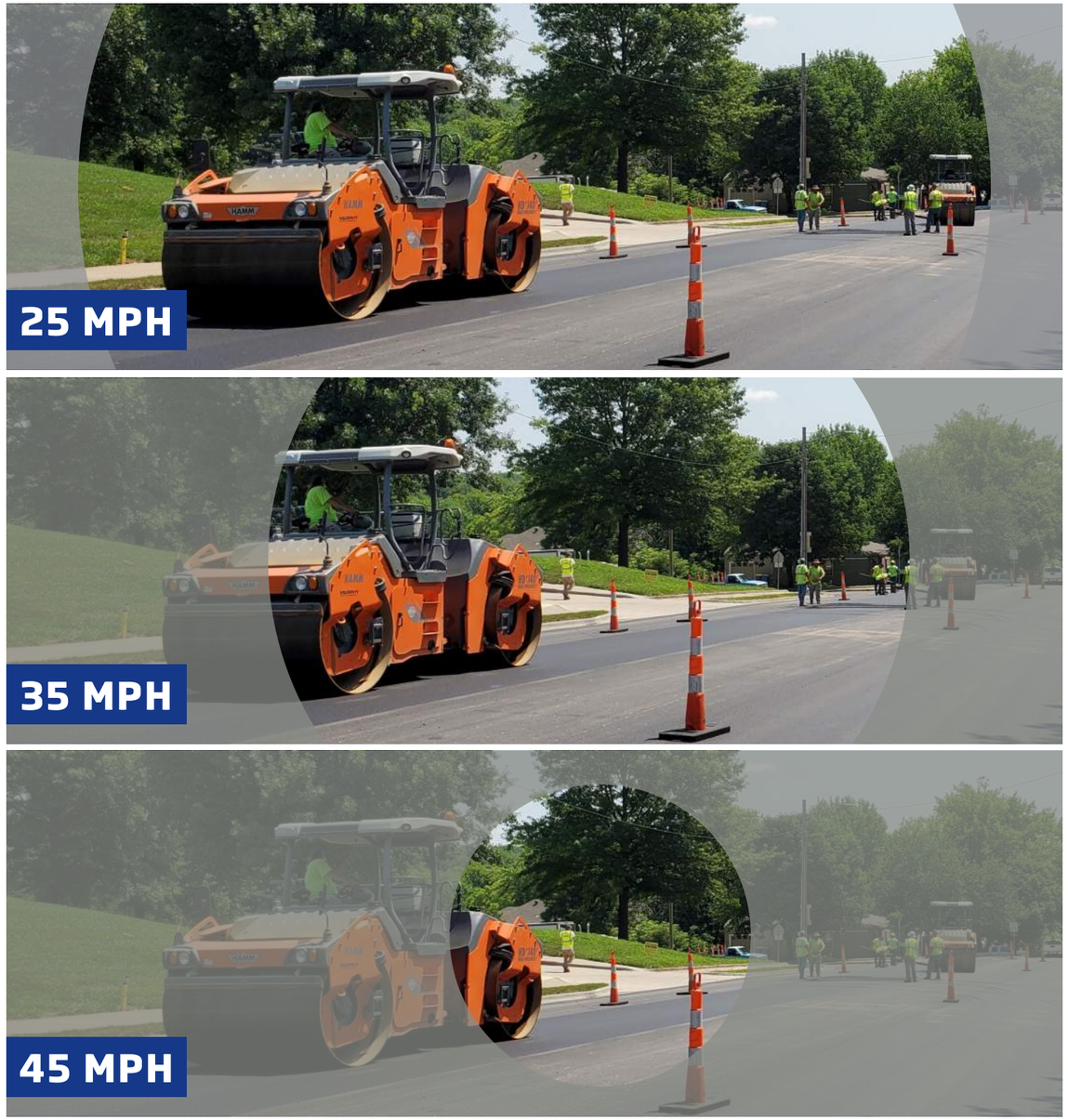


Figure 16 | Cone of Vision

Crashes in Liberty are more likely to occur on roads with posted speed limits of 40mph. In Liberty, there are 3 crashes occurring per mile on roads with 40mph speed annually.

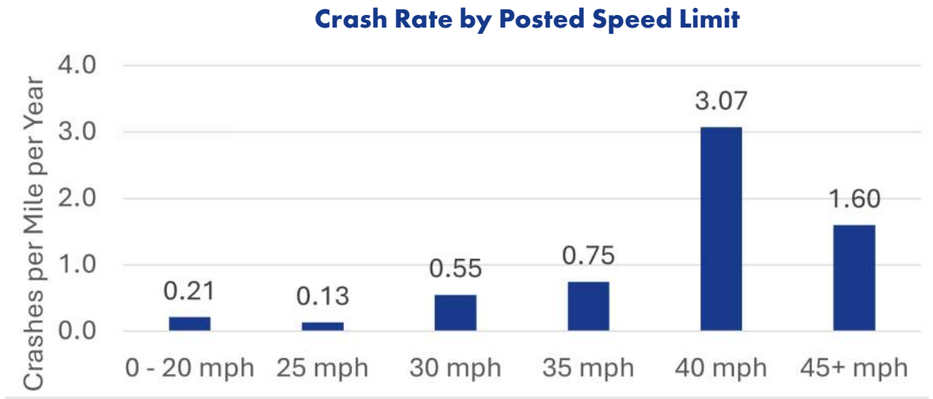


Figure 17 | Average Number of Injury and Fatal Crashes by Posted Speed Limit (2013-2022)

Generally, drivers in Liberty are not speeding over the posted speed limit at the time of crashes. From 2013 to 2022, only a small proportion of crashes involved speeding drivers. In more recent years from 2018 to 2022, the data shows that speeding was not involved in 88% of crashes.

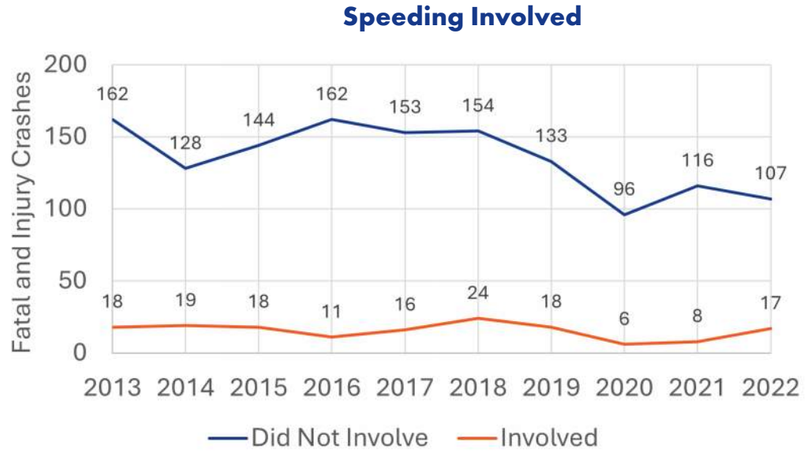


Figure 18 | Number of Crashes by Speeding Driver Involvement (2013-2022)

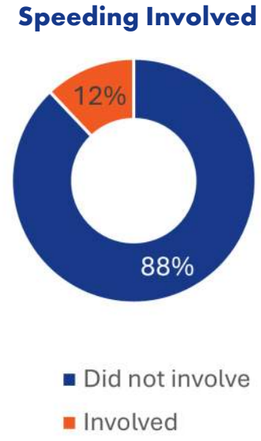
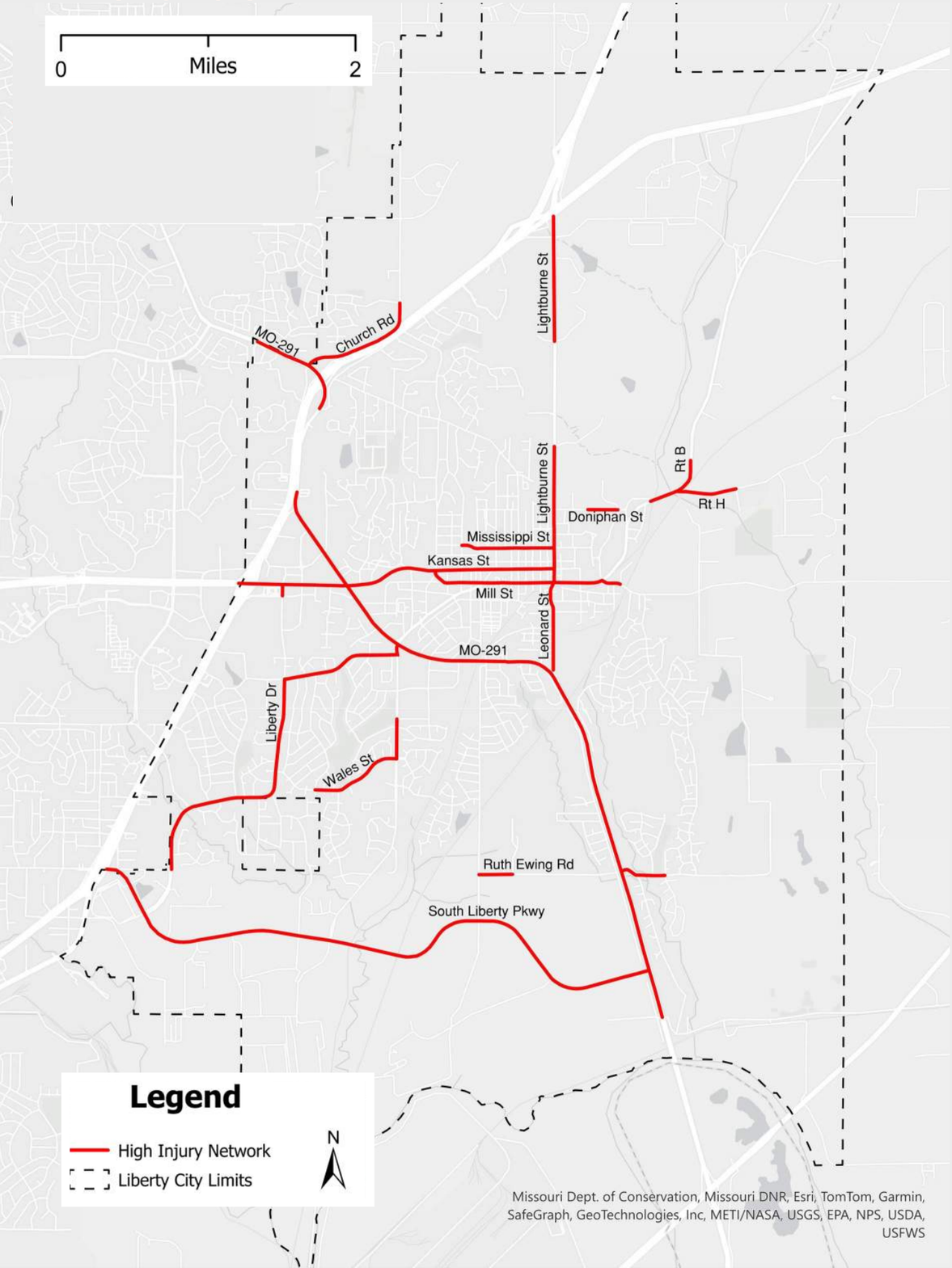


Figure 19 | Percent of Crashes by Speeding Driver Involvement (2018-2022)

Liberty High Injury Network

Figure 20 | Liberty High Injury Network Map



ROAD NETWORK

Crashes do not occur consistently throughout Liberty's transportation network. In recent years, more than 70% of crashes resulting in fatalities or injuries have happened on less than 10% of the streets in Liberty.

Top 10 Streets with the Highest Number of Crashes in Liberty

STREET NAME	NUMBER OF CRASHES
Kansas Street	433
MO-291	394
N Lightburne Street	40
W Liberty Drive	38
S Liberty Drive	33
South Liberty Parkway	32
E Mill Street	20
Conistor Street	12
E Old State Route 210	4
Forest Lane/Sunset Avenue/W Mill Street	3

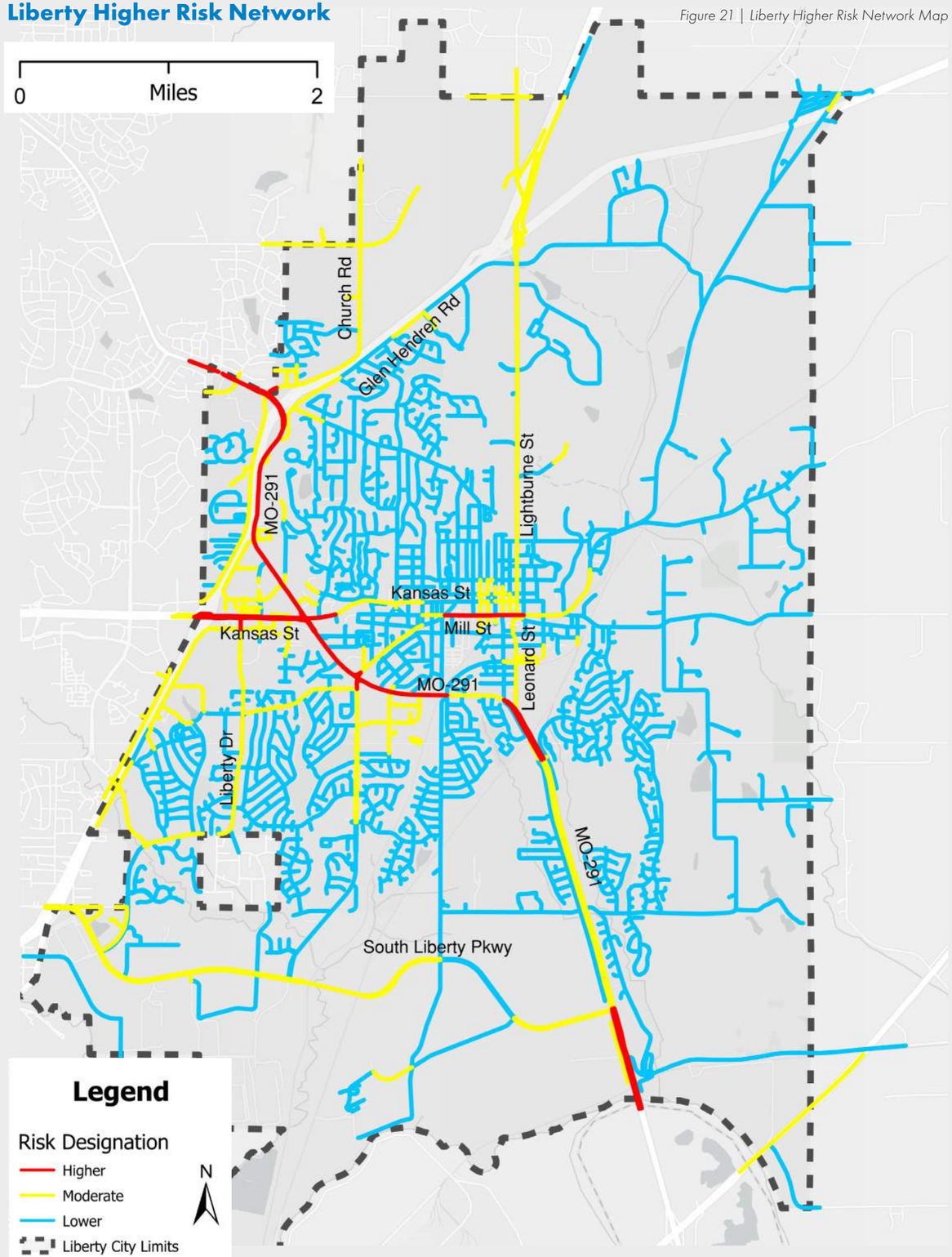
Table 1 | Top 10 Streets with Highest Number of Crashes

Liberty High Injury Network

The High Injury Network (HIN) represents the corridors where the highest concentration of people who have been killed and injured in traffic crashes. The map to the left represents Liberty's High Injury Network. Many recommendations provided in the CSAP align with targeting safety concerns along the corridors and intersections within the HIN.

Liberty Higher Risk Network

Figure 21 | Liberty Higher Risk Network Map



Liberty Higher Risk Network

Several streets in Liberty have higher risks for crashes compared to others. These roadways share common characteristics that are associated with crash risk in Liberty. Higher-risk streets have crash rates that are **more than 55 times higher** than the crash rate on lower-risk streets. The streets include segments on **Kansas Street, MO-291, Mill Street, and Liberty Drive** and are highlighted on the Higher Risk Network (HRN) Map to the left. **These streets experience almost 46% of all crashes, yet account for only 2.8% of street miles in Liberty.**

Factors associated with a higher crash risk on Liberty streets include:

- Major streets – arterials and state highways
- High traffic volumes
- Speed limits of 40mph or higher
- Undivided opposing lanes of traffic (no raised median or barrier)
- Adjacent to commercial and open space land uses

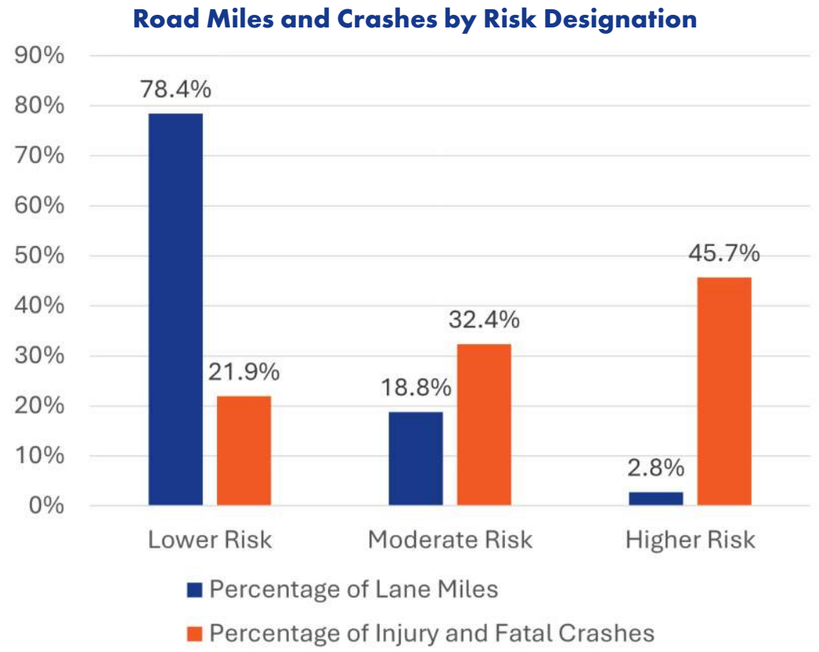


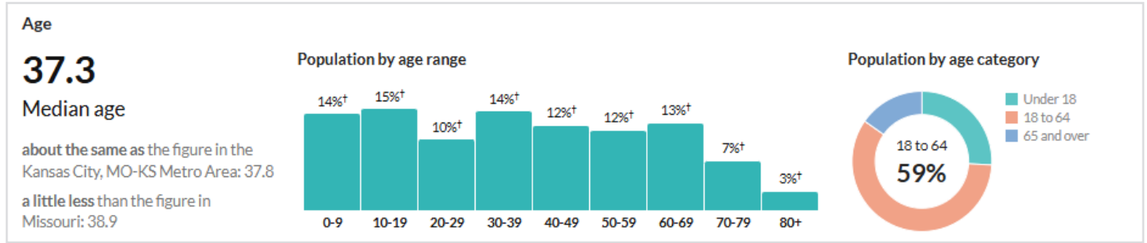
Figure 22 | Percent of Road Miles and Crashes by Risk Designation (2013-2022)

COMMUNITY ENGAGEMENT

This section provides an overview of the feedback received from the community and the CSAP Advisory Committee throughout the project development and planning process. These findings were used to better understand the needs and lived experiences of everyone on Liberty streets in order to identify targeted solutions to address these concerns.

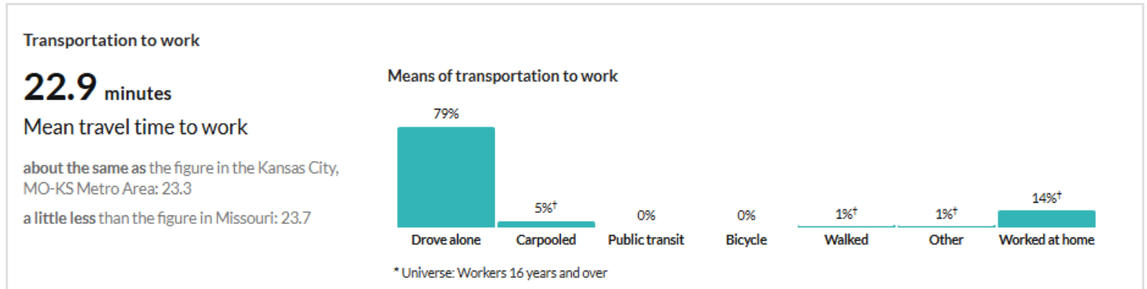
Community Context

- **Population:** 30,446 people
- **Geographic Size:** 29.7 square miles
- **Median Age:** 37.3 years



Source: https://censusreporter.org/profiles/16000US2942032-liberty-mo/

- **Median Household Income:** $95,425
- **Education:** 96% of people are high school graduates or higher



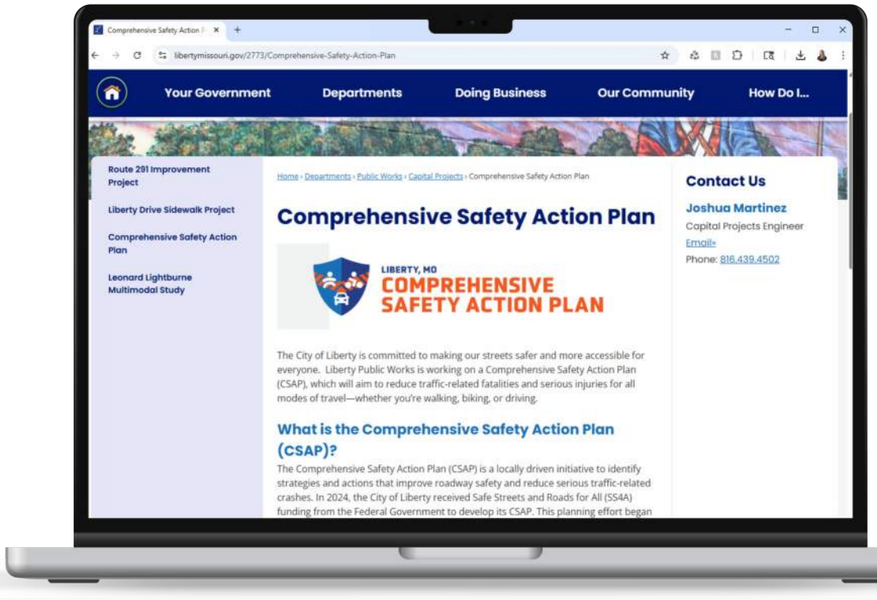
Source: https://censusreporter.org/profiles/16000US2942032-liberty-mo/

- **Average Travel Time to Work:** 22.9 minutes

*Data is based on the United States Census Bureau's American Community Survey (ACS) 5-year estimates for 2023.

ONLINE ENGAGEMENT

Throughout the planning process, the project team hosted a Comprehensive Safety Action Plan page on the City's website. This webpage was designed to inform the community about the CSAP project and to gather feedback from the public throughout its development.

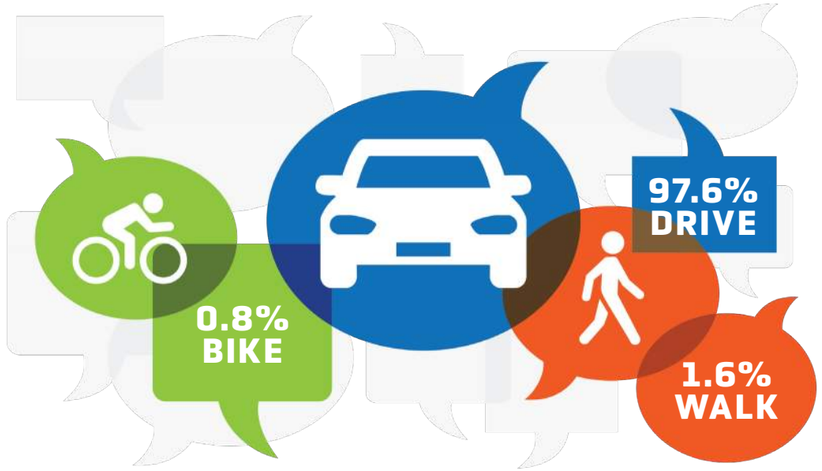


Survey

The Liberty CSAP survey was linked on the CSAP website and gave the community an opportunity to share their personal experiences and safety concerns regarding Liberty's transportation system.

In total, 128 people participated in the online survey. 76.6% of respondents live in Liberty, 45.3% work there, 18% commute through it. A summary of the survey results provided here.

Travel Patterns



Frequency of Travel Activities

79.4% drive or ride in a vehicle more than 6 times per week

A majority of respondents walk at least 1 to 3 times per week

Top Safety Concerns

- Speeding
- Poor sight distances
- Driver behavior
- Inadequate pedestrian/bike infrastructure

Top Recommendations

82% of respondents suggest speed limit reductions

68% of respondents suggest visibility (sight distance) improvements

Risky Behaviors

75% of respondents occasionally speed on residential streets

96% of respondents speed on highways

Driver Behaviors

95% of respondents always wear a seatbelt

90% of respondents rarely or never text and drive

98.4% of respondents haven't driven impaired in the last month

Respondents were asked to both rate their personal behaviors and the behaviors of others

- **Only 7%** of respondents think others always wear seatbelts
- Respondents believe others speed and text while driving much more frequently
- **33%** believe others have driven impaired 3+ times in the last month

How do People Perceive Dangerous Behaviors in Liberty?

BEHAVIOR	% RATED EXTREMELY DANGEROUS
Driving under the influence	92%
Texting while driving	81%
Not wearing a seatbelt	70%
Speeding	39%

Table 2 | Percent of Perceived Dangerous Behaviors

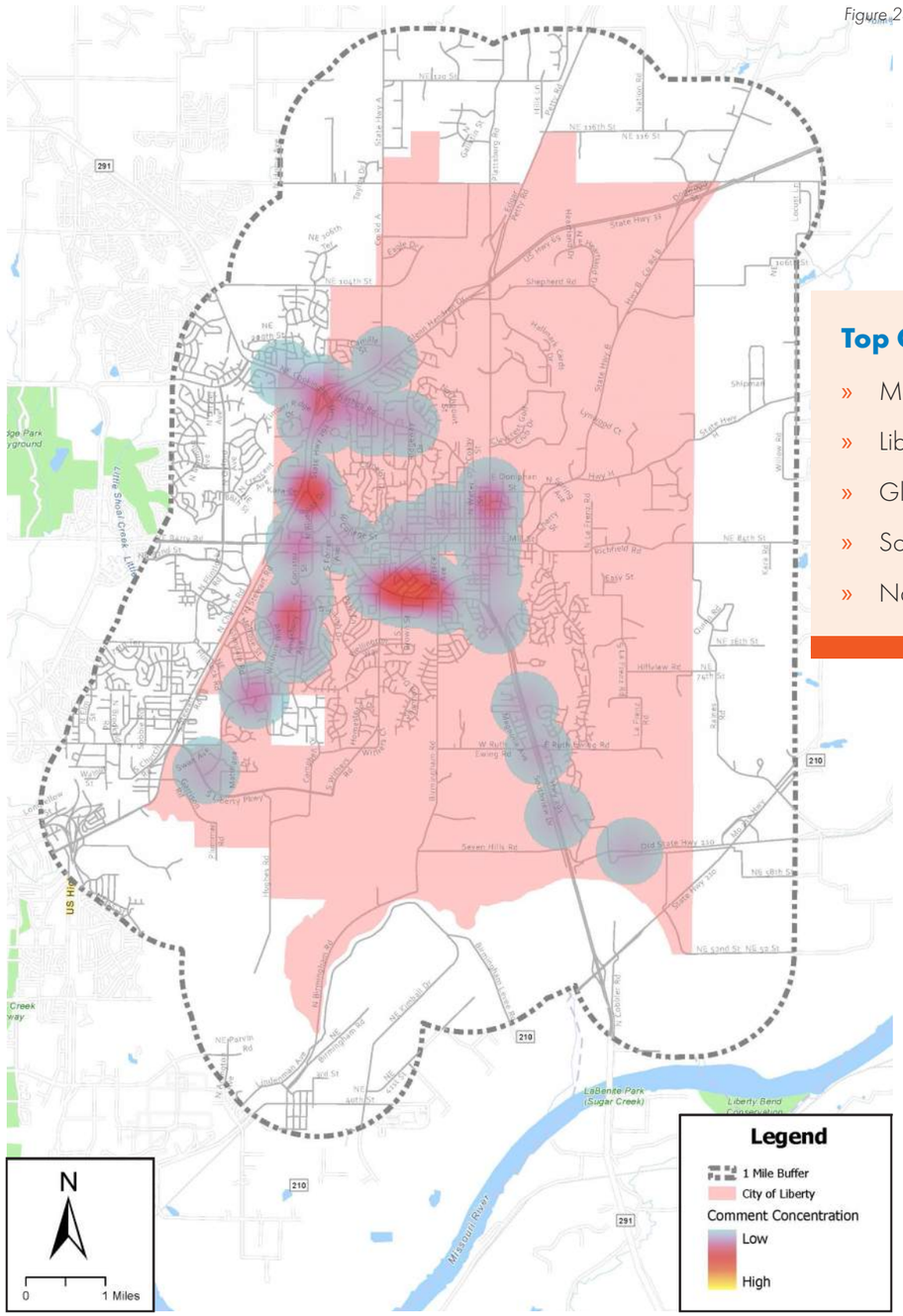
We know that speeding is a top concern among the community, it is a casual factor of crashes, and it contributes to more severe crash outcomes like fatalities and serious injuries. Yet less than 40% of respondents view speeding as an extremely dangerous behavior.

COMMENT MAPPING

The second opportunity for online engagement involved an interactive mapping activity. Participants were asked to place comment boxes on a map of the City of Liberty in locations where they had safety concerns or questions.

There were roughly fifty unique points placed across the city on the map. This included 12 comments, 11 ideas and suggestions, and 26 areas of concern.

Figure 23 | Liberty Comment Heat Map



Top Cited Streets

- MO-291
- Liberty Drive
- Glenn Hendren Drive
- South Liberty Parkway
- Nashua Road

Common Themes from the Comment Map:

Concerns

- Pedestrian and bicyclist safety
- Safety of children near schools and parks
- Dangerous or confusing intersections
- Safety at both intersections and roadway segments
- Semi-trucks
- Parking

Recommendations

- More sidewalks to better connect the existing network
- Safer crossings at intersections
- Removing vegetation, better street lighting, and sightline improvements
- Roundabouts, stoplights, banning certain turning maneuvers, and/or blinking signs
- Infrastructure maintenance or improvements for drainage, curbs, and shoulders in disrepair

CSAP ADVISORY COMMITTEE

Two CSAP Advisory Committee meetings were held during the development of the plan. The purpose of the Advisory Committee was to provide oversight of the plan's development, implementation, and monitoring. The committee established the plan's vision and goals and identified recommended projects and action steps.

The Advisory Committee meetings typically involved a brief presentation to familiarize the group with key terms and transportation safety concepts, like the Safe System Approach. The committee was given information on the data analysis and engagement results prior to participating in group activities focused on brainstorming safety improvements and infrastructure projects to recommend in Liberty.

- **Meeting #1 - Thursday, October 10th, 2024, at Liberty City Hall from 2:30 pm – 4:00 pm**
- **Meeting #2 - Tuesday, April 29th, 2025, at Liberty City Hall from 2:30 pm – 4:00 pm**

Key Comments

- Crossing MO-291 is very uncomfortable as a pedestrian, despite crosswalks.
- Biking around Liberty is difficult due to the discontinuous trail network.
- The Liberty Police Department is very good at enforcement.
- The city has approached MoDOT regarding posted speeds along MO-291 in the hopes of reducing speeds through Liberty and improving safety.

Priority Countermeasures Identified

- Sidewalks
- Roadway Lighting
- Signal Enhancements
- Traffic Calming
- Roundabouts
- Turning Lanes (with emphasis on school zones)
- Stop Signs
- Tree Removal (at specific intersections to improve visibility)

Priority Programs Identified

- Safe Routes to School
- Driver Education
- Active Transportation (walking, biking, etc.)

RECOMMENDATIONS

COUNTERMEASURES, PROGRAMS, AND POLICIES

The City of Liberty has developed a toolkit of proven safety countermeasures from engineering solutions to educational campaigns to reduce the number of crashes that result in fatalities and serious injuries in Liberty. Each recommendation targets different pillars of the Safe System Approach, but once implemented they will work together to collectively improve safety across the entire transportation for all users and all travel modes.

Recommendations were selected based on **feedback from the community, review of current policies, and the safety concerns identified in the data analysis.** For more details on countermeasures, programs, and policies, please see Appendix D.

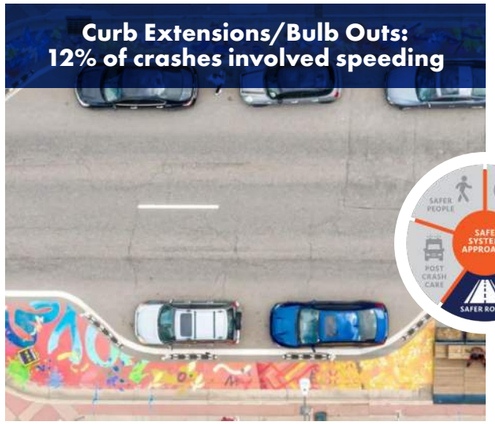
The Federal Highway Administration (FHWA) has 28 proven safety countermeasures. The National Highway Traffic Safety Administration (NHTSA) also produces a guide for science-based traffic safety countermeasures. These have been used in many communities throughout the nation and are included in recommendations for Liberty.

Recommended Infrastructure Countermeasures

Infrastructure countermeasures involve capital investments from the city and/or state and will improve the safety of the government's assets. **These projects can be implemented systemically (citywide) or systematically (targeted locations) depending on the safety concern being addressed.** Below are several of the key infrastructure countermeasures recommended in Liberty. A full set of countermeasures can be found in Appendix D.

Sidewalks: Pedestrians were involved in 11 crashes

Bicycle Lanes: Bicyclists were involved in 9 crashes



Quick-Build Projects

Many infrastructure countermeasures can be implemented as quick-build projects. This refers to projects that are lower in cost and can be implemented on faster timelines compared to traditional capital infrastructure projects. Materials for these projects can include paint, signs, plastic, rubber, and/or concrete. These projects can be temporary or long-term investments but are a great tool to test new designs or assess the community's support. Raised elements such as speed humps need special consideration when implementing for emergency vehicle access, driveway conflicts, and others.

Examples of quick-build eligible projects include:

- Traffic calming
- Bike lanes
- Crosswalk visibility enhancements
- Systemic stop control modifications
- Speed feedback signs

Recommended Programming & Education

Along with infrastructure countermeasures, the City can also reduce crashes through programming and education. These options work to foster Safer People and behaviors in the community and are based on the FHWA and NHTSA's proven safety countermeasures. More information on recommended programming and education can be found in Appendix D.

- **Safe Routes to School (SRTS) –** SRTS is a nationwide effort that advocates, plans, and implements safe routes for children to walk, bike, or roll to school. The goal of local SRTS programs is to review school areas for pedestrians and bicyclists safety improvements and recommend projects.
- **Driver Education –** Expanding access to driver education opportunities, especially for young people, is a crucial step in achieving safer roads. While all drivers who receive their driver's license in Missouri are required to pass a written and road test, driver education programs are not a mandatory requirement in the state of Missouri.
- **Expand and Promote Transit Services –** Increasing transit access and ridership is one of the most effective ways to improve roadway safety. This is because traveling by bus is one of the safest transportation options available today. Transit also increases active transportation in communities by encouraging them to walk or bike to stops. The promotion and education of existing transit services in Liberty, such as the Liberty Access Bus, which provides free essential trips for adults aged 60 years and older, should remain a priority in the city to increase ridership. In addition to planning for opportunities to expand transit service in the area.
- **Mass Media Campaigns –**
  Mass media campaigns are intensive communication and outreach activities focusing on key topics regarding safety (e.g., no texting and driving) that use radio, television, print, social, and other mass
  media platforms.

Recommended Policy Initiatives

Policies can work to integrate safety into the fundamental processes of City operations. A review of current policies, plans and guidelines was conducted to identify opportunities to better prioritize safety in City processes. Recommendations include new policies and updates to existing Liberty policies. More specific details on recommended policy strategies can be found in Appendix A and D. A gap analysis of policies was conducted and two primary policies were identifed that could enhance safety in the community including develop a Complete Street Design Guide and an Active Transportation Plan. In addition to this, these additional policies could be considered for updates or adoption:

- Speed limit reductions
- Vision Zero resolution
- Establishing a Transportation Safety Commission
- Funding drivers' education courses for low-income teens
- Mandating driver's education regular refresher courses for City staff
- Adopting a Safer Vehicle and Safer Employee Policy
- Policy updates to the Municipal Code and Technical Specifications
- Crash data enhancements

Police Enforcement

Another effective way to address driver behavior concerns can involve collaboration with local law enforcement.

- Examples include automated enforcement, high visibility enforcement, and saturation patrols

INFRASTRUCTURE PROJECTS

A comprehensive set of recommended roadway infrastructure projects have been developed and are designed to address historical safety concerns and the needs identified through community engagement in Liberty. The recommended infrastructure projects predominately relate to the roadway segments, corridors, and intersections with the highest crash and injury risks - coinciding with both the High Risk Network and High Injury Network.

The following tables list the recommended infrastructure projects in Liberty. Additionally, the maps on the following pages provide an overview of the recommended projects in Liberty based on short-, mid-, and long-term project initiation priority goals.

Short-Term Priority Projects should be initiated (i.e. begin funding identification, project design, and/or development phases) within 0 to 2 years following CSAP adoption.

Mid-Term Priority Projects should be initiated within 3 to 5 years following CSAP adoption.

Long-Term Priority Projects should be initiated within 6 to 10+ years following CSAP adoption.

Please note, projects recommended on state or county roadways will require coordination between the City and each respective party. Descriptions for each of the recommended projects can be found in Appendix A.

There are 42 recommended infrastructure projects

ID	LOCATION	JURISDICTION	LIMITS	LENGTH (MI.)	CRASHES
			Capital Street and Intersections		
SP1	Church Road	City – Liberty	MO-291 to Camille Street	0.5	24
SP2	Leonard Street Lightburne Street	City – Liberty	MO-291 to Mill Street Mill Street to Doniphan Street	0.6 0.5	8 14
SP3	Liberty Drive	City – Liberty	Flintlock Road to S Withers Road	2.4	58
SP4	Liberty Drive	City – Liberty	Liberty Drive and South Wales Street	-	4
SP5	Liberty Drive	City – Liberty	Liberty Drive and Kings Highway	-	12
SP6	Lightburne Street	City – Liberty	Doniphan Street to US-69	2.0	27
SP7	Mill Street	City – Liberty	Liberty Drive to Leonard Street	0.5	19
SP8	MO-291	State – MoDOT	MO-291 and Stewart Drive MO-291 and Blue Jay Drive	-	39 3
SP9	MO-291	State – MoDOT	MO-291 and Liberty Drive, MO-291 and Kent Street, MO-291 and Leonard Street	-	55
SP10	Route H	City – Liberty	Route H and Route B	-	2
SP11	Route H	City – Liberty	Brian Court to Route B	0.4	12
SP12	West Ruth Ewing Road	City – Liberty	MO-291 and West Ruth Ewing Road	-	32
SP13	Withers Road	City - Liberty	Withers Road and Progress Street	-	4
SP14	Withers Road	City – Liberty	Withers Road and South Wales Street	-	12
			Active Transportation		
SP15	Elementary Schools	City – Liberty	Within ½ mile of LPS Elementary Schools » Ridgeview Elementary School » Alexander Doniphan Elementary School » Lewis and Clark Elementary School » Franklin Elementary School » Manor Hill Elementary School	2.2	16
SP16	Middle Schools	City – Liberty	» Within ½ mile of LPS Middle Schools » Discover and South View Middle Schools » Liberty Middle School » Heritage Middle School	2.4	1
SP17	Kansas Street	City – Liberty	West Kansas Street and Valley Road	-	0
SP18	MO-291	State – MoDOT	Stewart Drive to Kansas Street	0.6	0
SP19	MO-291	State – MoDOT	Kansas Street to Leonard Street	-	3

Table 3 | Short Term Priority Projects

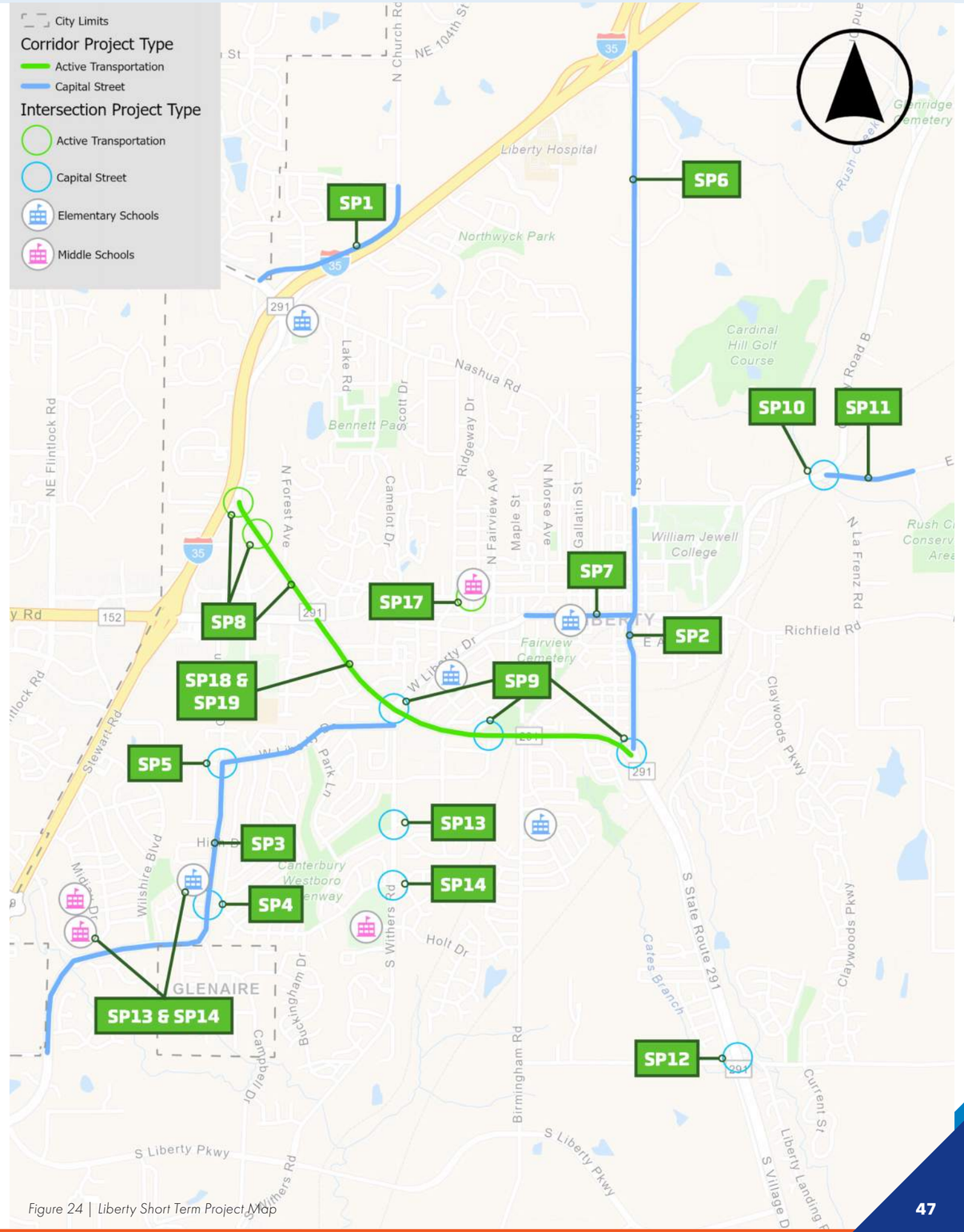


Figure 24 | Liberty Short Term Project Map

ID	LOCATION	JURISDICTION	LIMITS	LENGTH (MI.)	CRASHES
Capital Street and Intersections					
MP1	Doniphan Street	City – Liberty	Davis Street to R.E. Bowles Drive	0.2	5
MP2	Kansas Street	City – Liberty	Fairview Avenue to Lightburne Street	0.6	10
MP3	Mill Street	City – Liberty	Mill Street and Route H	-	5
MP4	Mississippi Street	City – Liberty	Fairview Avenue to Lightburne Street	0.6	20
MP5	MO-291	State - MoDOT	Kansas Street to Kent Street	1.0	130
MP6	Route H	City – Liberty	Brian Court to Route B	0.4	12
MP7	South Wales Road	City – Liberty	Canterbury Lane to South Withers Road	0.6	11
MP8	West Ruth Ewing Road	City – Liberty	MO-291 and West Ruth Ewing Road	-	32
MP9	West Ruth Ewing Road	City – Liberty	West Ruth Ewing Road and Birmingham Road	-	5
Active Transportation					
MP10	Leonard Street Lightburne Street	City – Liberty	MO-291 to Mill Street Mill Street to Doniphan Street	0.6 0.5	0 1
MP11	Liberty Drive	City – Liberty	Liberty Drive and High Drive	-	1
MP12	Lightburne Street	City – Liberty	Doniphan Street to US-69	2.0	0
MP13	Mill Street	City – Liberty	Mill Street and Prairie Street	-	1

Table 4 | Mid Term Priority Projects

Mid Term Priority Projects

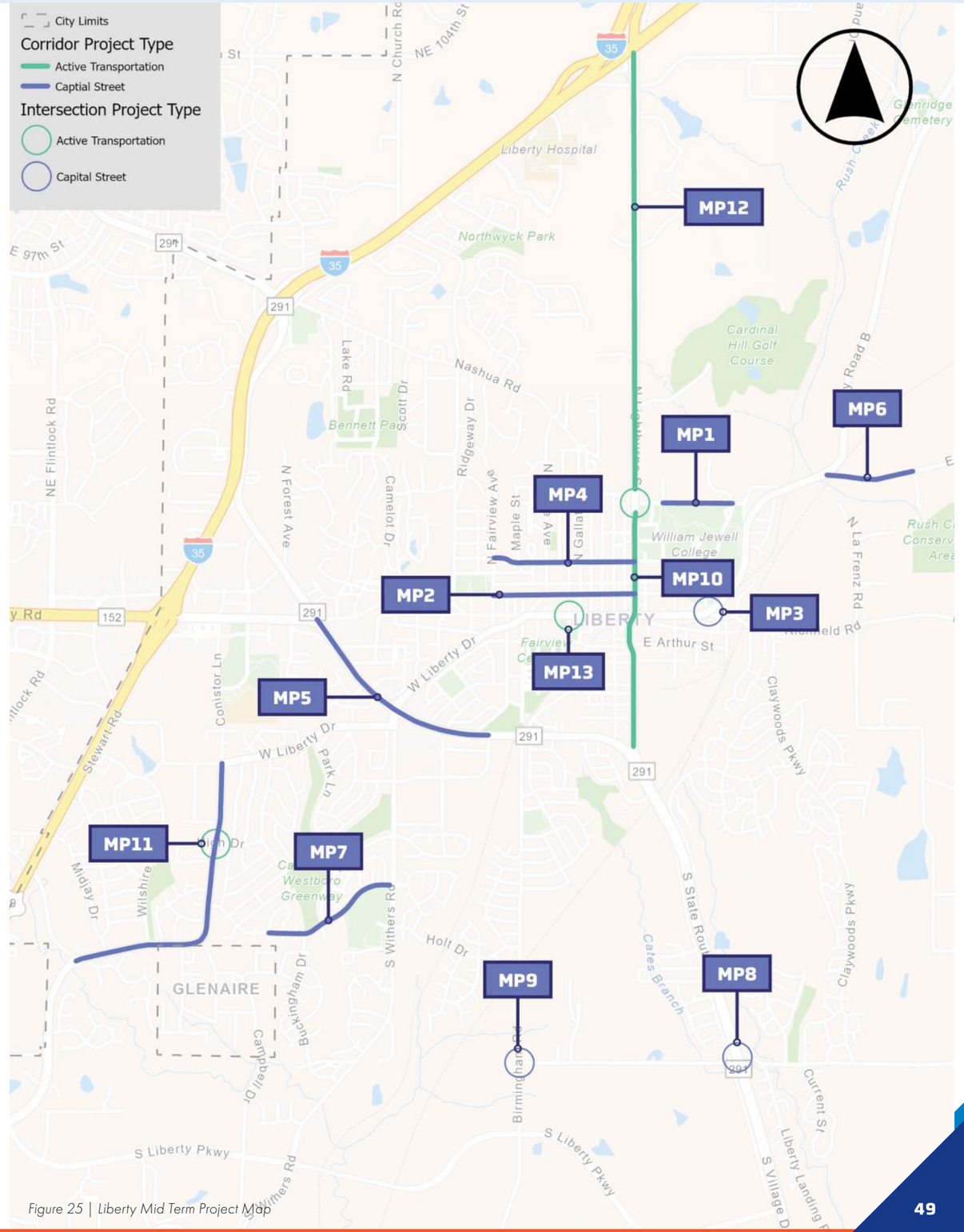


Figure 25 | Liberty Mid Term Project Map

ID	LOCATION	JURISDICTION	LIMITS	LENGTH (MI.)	CRASHES
Capital Street and Intersections					
LP1	Church Road	City – Liberty	MO-291 to Camille Street	0.5	24
LP2	Kansas Street	City – Liberty	MO-291 to Fairview Avenue	0.8	38
LP3	Leonard Street Lightburne Street	City – Liberty	MO-291 to Mill Street Mill Street to Doniphan Street	0.6 0.5	8 14
LP4	Liberty Drive	City – Liberty	Liberty Drive and Adkins Road	-	5
LP5	Lightburne Street	City – Liberty	Lightburne Street and Glen Hendren	-	27
LP6	Lightburne Street	City – Liberty	Doniphan Street to US-69	2.0	27
LP7	MO-291	State - MoDOT	MO-291 and Liberty Drive	-	31
LP8	MO-291	State - MoDOT	MO-291 and Leonard Street	-	12
LP9	Route H	City – Liberty	Brian Court to Route B	0.4	12
LP10	Withers Road	City – Liberty	Withers Road and South Wales Street	-	12

Table 5 | Long Term Priority Projects

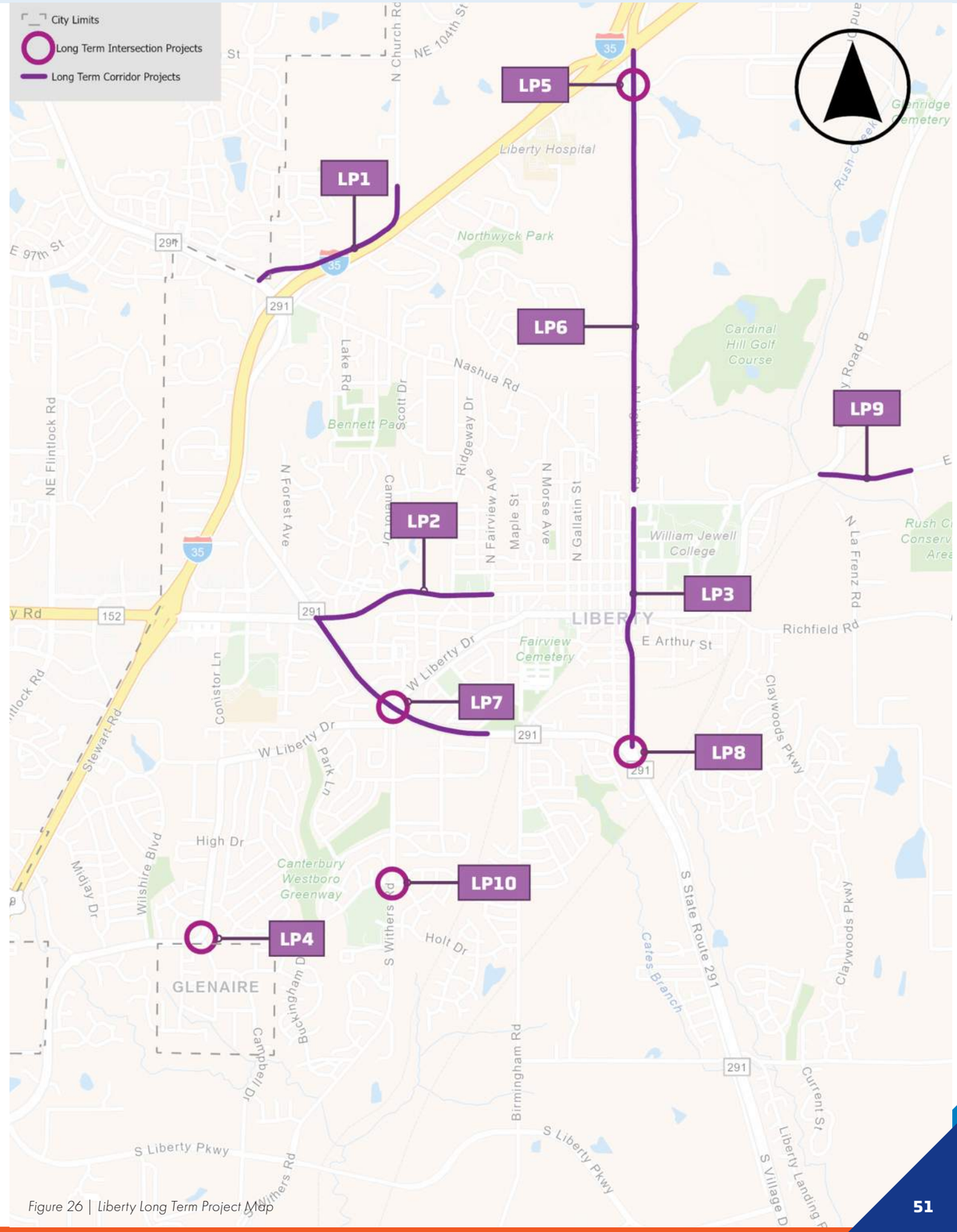


Figure 26 | Liberty Long Term Project Map

Systemic Traffic Signal Improvement Inventory

The comprehensive systemic traffic signal inventory involved evaluating each signalized intersection across the city to assess the presence or absence of key signal components and safety features. It is recommended that the City of Liberty prioritizes making improvements at traffic signals to align with modern standards for visibility, accessibility, and multimodal safety. The table provides a detailed checklist of essential signal components, highlighting the intersections lacking such features that are in need of upgrades.

1. Backplates
2. Retroreflective Backplates
3. Detection
4. Pedestrian Signal
5. Street lighting
6. ADA Ramps
7. Accessible Pedestrian Signals
8. Protected Only
9. Permissive Only
10. Permissive/Protected

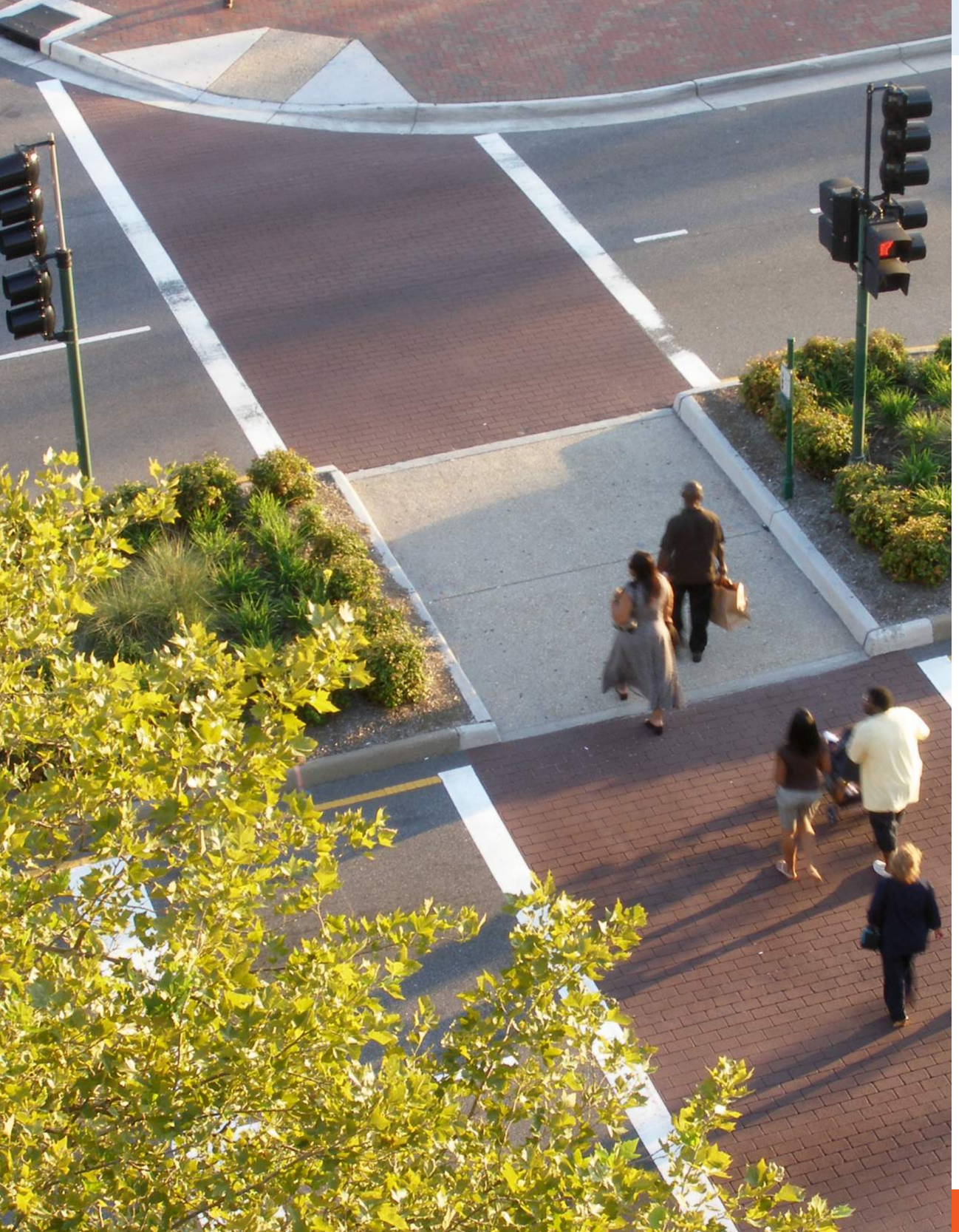
SIGNAL LOCATION	1	2	3	4	5	6	7	8	9	10
MO-291 and KS*	X		X	X	X	X	X	X		
MO-291 and Liberty Drive*	X		X		X					X
MO-291 and Leonard Street*	X		X		X			X		
Withers and S Wales	X		X	X	X	X	X		X	
Lightburne and Glen Hendren	X		X	X	X	X	X			X
Liberty Drive and Withers Road	X		X	X	X	X	X			X
Liberty Drive and Mill Street	X		X	X	X	X	X	X		
Mill Street and Gallatin Street	X		X	X	X	X	X			X
Mill Street and Lightburne Street	X		X	X	X	X	X	X		
Lightburne and US- 69*	X		X	X	X			X		

Table 6 | Systemic Traffic Signal Improvement Inventory

SIGNAL LOCATION	1	2	3	4	5	6	7	8	9	10
MO-291 and College Street/ N Forest Avenue*	X		X	X	X	X	X			X
MO-291 and Brown Street*	X		X	X	X	X	X			X
MO-291 and Skyline Drive/Murray Road*	X		X				X	X		
MO-291 and Church Road*	X		X	X	X	X		X		
MO-291 and Southview Drive*	X		X		X			X		
MO-291 and Ruth Edwing Road*		X	X	X	X		X			X
MO-291 and S Liberty Parkway*	X		X		X			X		
Liberty Drive and Kings Highway	X		X	X	X		X			X
Kansas Street and Conistor Street	X		X	X	X		X	X		
Kansas Street and Blue Jay Drive	X		X	X	X		X	X		
Kansas Street and Forrest Avenue	X		X	X	X		X	X		
S Liberty Parkway and Flintlock Road	X		X	X	X	X	X	X		
S Liberty Parkway and Withers Road	X		X	X	X	X	X			X
S Liberty Parkway and Swan Avenue	X		X	X	X	X	X			X
S Liberty Parkway and Hughes Road	X		X	X	X	X	X			X
Highway H and E Mill Street	X		X	X	X	X	X	X		
Kansas Street and Clayview Drive	X		X	X	X	X	X			X
Kansas Street and Ridge Avenue	X		X	X		X	X			X
MO-291 and 96th Street/Ash Avenue*	X		X	X	X	X	X			X

Table 6 cont.| Systemic Traffic Signal Improvement Inventory

**Signals owned and maintained by the Missouri Department of Transportation.*



ACTION PLAN

The City of Liberty has developed an Action Plan that prioritizes implementing key projects and action steps to address identified needs in the community and to improve safety for all. Action steps include prioritized infrastructure projects, proven safety countermeasures, educational programs, and policy strategies outlined in the previous section. The Action Plan also includes information on who the leaders, or champions, are for each project. Champions are responsible for implementing each project and may include Liberty municipal departments or commissions.

A recommended time frame for the implementation of each action step is provided. These recommended time frames allow Liberty to establish goals for implementing projects over the short-, mid-, and long-term. More details related to the Action Steps can be found in Appendix A.

In this Action Plan there are 35 total Action Steps including:

- **15 Short-Term Action Steps:** These are immediate action steps that should be initiated within 0 to 2 years following CSAP adoption.
- **13 Mid-Term Action Steps:** These are medium-range action steps that should be initiated within 3 to 5 years following CSAP adoption.
- **7 Long-Term Action Steps:** These are longer-range goals and action steps that should be initiated within 6 to 10+ years following CSAP adoption.

Table 7 | Short Term Project Descriptions

ACTION STEP	DESCRIPTION	CHAMPION	TIMEFRAME & DURATION
Short Term Projects			
S1 - Adopt a Vision Zero Resolution	While reducing the number of fatal and serious crashes in Liberty is the immediate goal, a long-term goal to eliminate all fatal and serious crashes should be prioritized. The City of Liberty should adopt a citywide Vision Zero resolution to formalize the City's commitment to eliminating all fatal and serious injury crashes. These policies typically outline a target year to achieve the Vision Zero goal, such as 10 to 30 years into the future (e.g., 2045).	Mayor	Within 6 months of CSAP adoption
S2 - Establish a Transportation Safety Commission	Establish a Transportation Safety Commission which will become the party responsible for ensuring the CSAP is implemented in Liberty, and all progress and successes are being tracked. Commission members may include people involved in the CSAP Advisory Committee, department directors, or other local leaders. Representation from many different City departments is encouraged in order to ensure safety is achieved through a holistic approach.	City Administrator	Within 6 months of CSAP adoption
S3 - Identify Grant Funding Opportunities	Identify which projects recommended in the CSAP are eligible for outside funding sources. Develop a strategy to explore additional regional, state, and federal funding opportunities to support the implementation of these projects. The SS4A Implementation Grant program should be a top priority.	City Administrator	Within 1 year of CSAP adoption; ongoing basis
S4 – Delegate Transportation Safety Roles	Delegate roles focused on transportation safety within the Public Works Department. These roles should work to implement the recommendations of the CSAP. Individuals with these roles should work closely with the Transportation Safety Commission and work collaboratively across City departments (such as Planning and Development, Police, and Public Relations) to ensure projects are implemented systemically throughout the city focusing on the Safe System Approach.	City Administrator, Public Works	Next City budget cycle following CSAP adoption
S5 - Regularly Review Vision Zero Progress	Transportation planning staff should regularly develop a Vision Zero report to track the City's progress in reaching its' goals to eliminate all fatal and serious injury crashes. This may occur annually or on an alternate cycle. The report should evaluate ongoing crash trends and track the progress made on action steps. This report should also include a project-specific implementation plan based on the CSAP and the City's budget at the time of the report update.	Public Works, Transportation Safety Commission	Review every 5 years or more often if necessary
S6 - Advocate for Safety on the Leonard Lightburne Multimodal Study	The Leonard Lightburne Multimodal Study is a MARC Planning Sustainable Places corridor study stretching from MO-291 to the US-69 and I-35 interchange. The City should be an active participant in this planning process and advocate for safety as the highest priority outcome of the plan.	Transportation Safety Commission	1-2 years

Table 7 cont. | Short Term Project Descriptions

ACTION STEP	DESCRIPTION	CHAMPION	TIMEFRAME & DURATION
Short Term Projects			
S7 - Integrate Safety Projects into the Capital Improvements Plan	Identify opportunities to incorporate safety improvements into the projects included in the City's previously programmed Capital Improvements Plan (CIP). Several projects have already been programmed in Liberty which are located on the HIN or have higher-risk elements associated with them. Safety countermeasures from this document should be considered for incorporation into these projects. For example, roadway resurfacing projects can become opportunities to also implement quick-build safety countermeasures. This action should be repeated with each update to the CIP.	City Engineer	1-2 years to initiate project construction
S8 - Integrate Safety Improvements into the Street and Storm Water Maintenance Program	Amend the Street and Storm Water Maintenance Program to prioritize maintenance on the HIN and HRN corridors. When possible, incorporate systemic safety treatments into all maintenance projects (e.g., pavement marking, signing, crosswalks). The City may consider allocating a portion of the annual budget specifically for safety improvements under this program.	Public Works Director	6-12 months; ongoing basis
S9 – Initiate Short-Term City Street Infrastructure Projects	The City should begin the process of initiating recommended short-term safety improvements and infrastructure projects, including school sidewalk infill projects, that are located on roadways under the City of Liberty's jurisdiction. If necessary, short-term projects should be further prioritized by locations with the highest crash and severe injury risk. The City should consider this a key priority in the annual budget.	City Engineer	1-2 years; ongoing basis
S10 - Partner with MoDOT to Initiate State Road Infrastructure Projects	Develop partnerships with MoDOT to identify strategies for initiating recommended short-term safety improvements and infrastructure projects on roadways under state jurisdiction. These efforts should remain on-going as projects are implemented and as new safety challenges arise.	Transportation Safety Commission	1-3 years; ongoing basis
S11 - Initiate Systemic Speed Reduction Efforts	Initiate a citywide effort to systemically reduce speeding related crashes. Identify quick-build solutions to implement cost-effective, proven safety countermeasures to lower speeds throughout the city. These efforts should include traffic calming countermeasures and speed reduction countermeasures and be prioritized first on roadways identified on the HIN/HRN.	City Engineer	6-12 months; ongoing basis
S12 - Create a Transportation Safety Campaign	City staff should identify specific driver behaviors indicated in the CSAP's Citywide Crash Data Analysis (e.g., speeding, distracted driving, etc.) to improve through targeted media campaigns. Utilize existing safety messaging sources from MoDOT, MSHP, NHTSA, FHWA, IIHS, and others that relate to crash patterns in Liberty.	Assistant City Administrator / Strategic Information Officer	6 months; ongoing basis

Table 7 cont. | Short Term Project Descriptions

ACTION STEP	DESCRIPTION	CHAMPION	TIMEFRAME & DURATION
Short Term Projects			
S13 - Expand Enforcement Toolbox	Coordinate with local law enforcement to explore proven safety countermeasures to better enforce speeds and safer road user behaviors (e.g., not driving while distracted or intoxicated) on roadways within the HRN and HIN. This may include speed cameras, speed feedback signs, alternative transportation programs, and/or high visibility enforcement tactics.	Police Chief	12 months, ongoing basis
S14 - Leverage Existing Online Data Tools	The City of Liberty currently has a great Geographic Information Systems (GIS) dashboard for the CIP. This resource should be updated to showcase current transportation projects related to safety and all projects recommended in the CSAP. Additionally, all projects and maps provided in the CSAP should be incorporated into the CIP dashboard for convenient reference.	Community Development Director	12 months, ongoing basis
S15 - Citywide Speed Reduction Policy and Traffic Signal Timing Update	Current speed limits should be reviewed and reduced as necessary and in alignment with national best practices recommended by the FHWA, NHTSA, and NACTO, to lower driving speeds and increase safety. Streets with updated speed limits will need new posted speed limit signs. In addition to this work, the City should conduct a traffic signal retiming analysis to match intersections with reduced or target speed limits for corridors located within the HIN/HRN. Where appropriate, other safety improvements like Leading Pedestrian Intervals (LPIs) should be incorporated into signal retiming.	City Engineer	1-2 years to review; 1-2 years for analysis

Table 8 | Mid Term Project Descriptions

ACTION STEP	DESCRIPTION	CHAMPION	TIMEFRAME & DURATION
Mid Term Projects			
M1 - Review and Update the Liberty Municipal Code	The City should review the Municipal Code of Ordinances and make modifications to align the Code with the Safe System Approach to incorporate transportation safety into future developments and/or redevelopment projects. This may include requiring enhanced sidewalk accessibility, reviewing parking lot and access management standards, and incorporating a transportation safety analysis into site plan reviews. Updates to the Code should also align with national best practice guidelines and with the Action Steps provided in the City of Liberty's 2023 Comprehensive Plan.	City Administrator	Begin update within 2 years; complete within 1 year
M2 - Update the Design Criteria and Technical Specifications	The City should review and update the collection of Design Criteria and Technical Specifications to align with the Safe System Approach and promote the integration of transportation safety countermeasures in projects throughout the city. Evaluate street design standards and consider updating them for consistency with national guidance, such as NACTO's sidewalk and bicycle lane guidelines.	City Engineer	6-12 months
M3 - Adopt an Ordinance for Street Improvement Requirements for New Development Construction Projects	The 2023 Comprehensive Plan recommends that complete street and/or green street elements are implemented, where appropriate, with roadway improvements or new construction. In alignment with this recommendation, the City should adopt an ordinance requiring street improvements for new development projects. This ordinance should require safety enhancements whenever feasible in addition to complete street and/or green street elements. The City may consider developing a Complete Streets Design Guide that aligns with national best practices.	City Engineer	1-2 years
M4 - Initiate Mid-Term City Street Infrastructure Projects	The City should begin the process of initiating recommended mid-term safety improvements and infrastructure projects that are located on roadways under the City of Liberty's jurisdiction. If necessary, mid-term projects should be further prioritized by locations with the highest crash and severe injury risk. The City should consider this a key priority in the annual budget.	City Engineer	3-10 years; ongoing basis
M5 - Continue Partnerships with MoDOT to Initiate Mid-Term State Road Infrastructure Projects	Continue developing partnerships with MoDOT and advocate for the continued initiation of recommended mid-term safety improvements and infrastructure projects on roadways under state jurisdiction. These efforts should remain on-going as projects are implemented and as new safety challenges arise.	Transportation Safety Commission	3-10 years

ACTION STEP	DESCRIPTION	CHAMPION	TIMEFRAME & DURATION
Mid Term Projects			
M6 - Prioritize Active Transportation Investments	The City should continue to prioritize the expansion of the active transportation network, fill existing sidewalk network gaps, and implement recommended active transportation projects located on the HIN, in alignment with the CSAP, Transportation Management Plan (TMP) and other citywide plans. It is recommended that a formal process be identified for prioritizing coinciding projects into the CIP. Additionally, the City should continue to prioritize the implementation of projects recommended in the Parks and Recreation Plan, such as projects that provide crossing opportunities or alternative routes to HIN/ HRN roads and promote safety enhancements that benefit vulnerable roadway users.	Transportation Safety Commission	2 years; ongoing basis
M7 - Increase Safer Motorcyclist Behaviors	In 2020, Missouri eliminated the state law requiring helmets for rides ages 26 years and older. Motorcyclists are overrepresented in Liberty's fatal and injury crash data and in recent years the proportion of riders not wearing helmets during these crashes has risen too. While all road users are responsible for engaging in safe behaviors, one key way motorcyclists can increase their personal safety is through helmet use. Liberty should partner with motorcycle safety organizations, advocate for the reinstatement of the previous state law, and develop a targeted plan to increase awareness of motorcyclist safety and encourage helmet use.	Assistant City Administrator / Strategic Information Officer	1-2 years; ongoing basis
M8 - Driver Education Expansion	In Liberty, teens are involved in more crashes compared to all other age groups. Liberty should explore methods to increase driver's education completion among young drivers. Such as offering the program during the Fall in addition to the Spring and Summer, or as an elective course in high school at no cost to students. Additionally, the City may explore dedicated funding opportunities to support low-income students or coordinating with Liberty Public Schools to popularize the program.	City Administrator	1-2 years; ongoing basis
M9 – Mandate Driver Education Modules in City Staff Trainings	The City of Liberty should set an example among employers in the community by mandating safe driver education training modules for all City staff or any entity that works with the City. Training modules can be provided through national organizations, like Made 2 Walk, and focus on refreshing the employee on safe driving behaviors and awareness of pedestrians and bicyclists on roadways. Training may be required during new employee orientation and/or on a regular basis. The City should also encourage and/or incentivize similar programs among other employers in Liberty.	City Administrator	1-2 years; ongoing basis

ACTION STEP	DESCRIPTION	CHAMPION	TIMEFRAME & DURATION
Mid Term Projects			
M10 - Continue Transportation Safety Campaign	Evaluate and update transportation safety messaging tactics periodically and as new needs or safety challenges are identified. Additional transportation safety campaigns may focus on encouraging the use of active forms of transportation and increasing the public's awareness of alternative modes of transportation, like walking, biking, or taking transit. The City may also focus on promoting safer behaviors for regional travelers and visitors. The HIN/ HRN highlight that fatal and serious injury crashes cluster along regional routes. The City may evaluate Origin-Destination trips in order to accurately target travelers who need educational information the most. A campaign like this should focus on travelers who primarily use these routes. This strategy can include rotating dynamic message signs between gateway locations where travelers typically enter the city.	Assistant City Administrator / Strategic Information Officer	1-2 years; ongoing basis
M11 - Identify Crash Data Enhancement Opportunities	Current data collection and data management practices may not consistently provide the most relevant information for analyzing safety and identifying countermeasures. Supplementing crash data from Missouri's crash database with first responder and hospital data can help city staff to better understand transportation safety needs in Liberty and fill current data gaps. Pedestrian and bicycle counters should be installed in areas with high active transportation user volumes to increase the diversity of data available for future analysis. The City should also collaborate with the Liberty Police Department on strategies to improve data collection, data management, and data visualization practices.	City Engineer	6-12 months to identify enhancements; 6-12 months to deploy recommendations
M12 - Adopt a Safer Vehicle and Safer Employee Policy	The City of Liberty should adopt a policy designed to ensure that City staff practice traffic safety. The policy will commit Liberty to purchasing fleet vehicles that have achieved a Top Safety Pick or Top Safety Pick+ rating from the IIHS or the highest safety-rated vehicle available in that vehicle class. The policy should specify that all city employees must wear their seatbelts at all times and never speed, drive distracted, or drive under the influence while working. These behaviors should be grounds for immediate termination or termination after two or more violations of the policy.	City Administrator	1-2 years
M13 - Create Safer Streets Downtown	In alignment with the City of Liberty 2023 Comprehensive Plan's Action Steps focused on improvement efforts downtown, the City should consider implementing Low-Speed Shared Streets or Slow Zones on corridors with high pedestrian volumes and near commercial properties located downtown to create safer, more walkable environments. This work should be completed in partnership with the Downtown Community Task Force.	City Engineer	1-2 years

Table 9 | Long Term Project Descriptions

ACTION STEP	DESCRIPTION	CHAMPION	TIMEFRAME & DURATION
Long Term Projects			
L1 - Public Transportation Expansion	The 2023 Comprehensive Plan recommends that the City of Liberty takes an active role in planning for transit investments to enhance connections between Liberty and the greater metropolitan area. In alignment with this recommendation, the City should coordinate with MARC, Clay County, and regional transit providers to identify solutions for increasing transit access and raising awareness of existing transit services in Liberty. While transit services like the Liberty Access Bus and the IRIS Rideshare Program currently work to meet the needs of underserved groups, the expansion of transit services should be explored.	Community Development Director	Ongoing over the next 20 years
L2 - Initiate Long-Term City Street Infrastructure Projects	The City should begin the process of initiating recommended long-term safety improvements and infrastructure projects that are located on roadways under the City of Liberty's jurisdiction. If necessary, long-term projects should be further prioritized by locations with the highest crash and severe injury risk. The City should consider this a key priority in the annual budget.	Transportation Safety Commission	5-20 years
L3 - Continue Partnerships with MoDOT to Initiate Long-Term State Road Infrastructure Projects	Continue developing partnerships with MoDOT and advocate for the continued initiation of recommended long-term infrastructure projects, including high-priority unfunded projects, on roadways under state jurisdiction. These efforts should remain on-going as projects are implemented and as new safety challenges arise.	Transportation Safety Commission	5-20 years

Table 9 cont. | Long Term Project Descriptions

ACTION STEP	DESCRIPTION	CHAMPION	TIMEFRAME & DURATION
Long Term Projects			
L4 - Evaluate Safety Potential of Street Trees	The City's comprehensive tree inventory presents an opportunity to evaluate the effectiveness of street trees for slowing traffic speeds and reducing crashes. Trees and canopies can narrow the physical and visual roadway envelope, which can affect driver speeds. Develop a report on the impacts on street trees on driver behaviors and amend the Standard Inventory Analysis and Management Plan to include strategies to leverage trees for improving roadway safety.	Community Development Director	3-5 years
L5 - Active Transportation Plan	While investments in active transportation networks should remain on-going and a top priority in Liberty, the City should consider developing an Active Transportation Plan to identify and address the needs of active transportation users and modes. Long-range visions for multimodal expansion should align with the Safe System Approach and increase safety for all users.	Community Development Director	3-5 years
L6 - Access Management Plan	As long-range planning efforts continue to be realized, the City should consider developing an Access Management Plan to ensure a balance between the needs of commercial, residential, freight, and active/vulnerable roadway users. Prioritize access that preserves safe roadway space for vulnerable users while enabling other modes and roadway uses.	Community Development Director	3-5 years
L7 - Update the CSAP	The City of Liberty should regularly update the CSAP or in conjunction with each TMP update. This process will allow the City to actively track progress related to improving transportation safety and identifying safety improvement needs.	Transportation Safety Commission	3-5 years; ongoing basis

PROGRESS & TRANSPARENCY

In alignment with *Action Item S5 - Regularly Review Vision Zero Progress*, the City of Liberty will continue to monitor and track progress throughout the implementation of the CSAP. This will include regular progress reports made available to the public that will detail any recommended projects that have been implemented and/or Action Steps completed. Additionally, because data analysis is an integral part of the Safe System Approach, crash trends using the most up-to-date data available will be used to assess progress towards reducing crashes in Liberty. Metrics for assessing these trends should include the following, with each declining year over year:

- Number of crashes
- Number of fatal crashes
- Number of serious injury crashes
- Number of crashes involving young drivers
- Number of crashes at intersections
- Number of pedestrians and bicyclists involved in crashes

Transparently tracking the City's progress will allow the entire community to actively participate in the implementation of the CSAP. Doing so will provide everyone the opportunity to participate in achieving the community's shared the goals of improving transportation safety for everyone.

CONCLUSION

Liberty Comprehensive Safety Action Plan commences the City's commitment in reducing and eventually eliminating crashes that result in fatalities in Liberty. The next steps in this plan include the process of implementing the CSAP. This work will ensure that everyone, no matter their age, ability, or travel mode, can safely move through Liberty's transportation system.

Implementing this plan will take time, funding, and dedication among City staff, officials, and the community. However, these continued efforts will work collectively to ensure Liberty has a more **connected, multimodal transportation system that prioritizes safety, prevents crashes, and ensures everyone can travel to the places they need to go.**

- Appendix A: Detailed Safety Action Plan
- Appendix B: Citywide Crash Data Analysis
- Appendix C: Community Engagement Report
- Appendix D: Safe System Approach Strategies

Liberty
missouri

LIBERTY, MO
COMPREHENSIVE
SAFETY ACTION PLAN

APPENDIX A:

Detailed Safety Action Plan

Comprehensive Safety Action Plan

City of Liberty, Missouri

July 2025

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Introduction

The City of Liberty is taking action to reduce the number of crashes that result in fatalities and injuries for all road users and across all roadways in the community. With the goal to eventually eliminate fatal and serious injury crashes altogether, Liberty will begin to achieve this goal through the use of the Safe System Approach to proactively prevent crashes and reduce the severity of crashes that do occur. This approach includes mitigation strategies designed to holistically improve the entire transportation system, such as new or updated policies, educational programming, enhanced enforcement tactics, and infrastructure projects at targeted locations within the High Risk and High Injury Networks. Together, these strategies will work to address transportation safety challenges within all aspects of the system, including the people who use the roads and those who design and maintain the roads. City leadership recognizes this work cannot be completed alone. It will take the entire community working together to achieve these ambitious goals to create safer streets for all in Liberty.

This document, Appendix A: Detailed Safety Action Plan, provides a comprehensive resource of all of the recommended CSAP Action Steps and infrastructure projects to improve transportation safety in Liberty. In total, there are 42 recommended infrastructure projects and 35 Action Steps.

These recommendations are based on feedback from the community and from historical safety challenges identified during the completion of the Citywide Crash Data Analysis. More information on these findings can be found in Appendix B: Citywide Crash Data Analysis and Appendix C: Community Engagement Report.

Program of Infrastructure Projects

Safer roads and speeds are key components of the Safe System Approach and can be achieved through engineering and roadway design improvements. In Liberty, crashes do not occur consistently throughout the transportation network. They are concentrated on certain roadway corridors at higher rates than others. These corridors include many of the major arterial roads in the area, which are typically those with higher volumes of traffic and higher speeds.

A comprehensive set of recommended roadway infrastructure projects has been identified and is designed to address historical safety issues and the needs identified

through community engagement in Liberty. The recommended infrastructure projects predominantly relate to the roadway segments, corridors, and intersections with the highest crash and injury risks, coinciding with both the City's High Risk Network (HRN) and High Injury Network (HIN). The following tables list the recommended infrastructure projects in Liberty. Additionally, the maps on the following pages provide an overview of the recommended projects in Liberty based on short-, mid-, and long-term project initiation priority goals.

- **Short-Term Priority Projects** should be initiated (i.e. begin funding identification, project design, and/or development phases) within 0 to 2 years following CSAP adoption.
- **Mid-Term Priority Projects** should be initiated within 3 to 5 years following CSAP adoption.
- **Long-Term Priority Projects** should be initiated within 6 to 10+ years following CSAP adoption.

Please note, projects recommended on state or county roadways will require coordination between the City and each respective party.

Table 1. Short-Term Priority Projects

Short-Term Priority Projects					
ID	**Location**	**Jurisdiction**	**Limits**	**Length (mi)**	**Crashes***
Capital Street and Intersections					
SP1	Church Road	City – Liberty	MO-291 to Camille Street	0.5	24
SP2	Leonard Street Lightburne Street	City – Liberty	MO-291 to Mill Street Mill Street to Doniphan Street	0.6 0.5	8 14
SP3	Liberty Drive	City – Liberty	Flintlock Road to S Withers Road	2.4	58
SP4	Liberty Drive	City – Liberty	Liberty Drive and South Wales Street	-	4
SP5	Liberty Drive	City – Liberty	Liberty Drive and Kings Highway	-	12
SP6	Lightburne Street	City – Liberty	Doniphan Street to US-69	2.0	27
SP7	Mill Street	City – Liberty	Liberty Drive to Leonard Street	0.5	19
SP8	MO-291	State – MoDOT	MO-291 and Stewart Drive MO-291 and Blue Jay Drive	-	39 3

Short-Term Priority Projects					
ID	**Location**	**Jurisdiction**	**Limits**	**Length (mi)**	**Crashes***
SP9	MO-291	State – MoDOT	MO-291 and Liberty Drive, MO-291 and Kent Street, MO-291 and Leonard Street	-	55
SP10	Route H	City – Liberty	Route H and Route B	-	2
SP11	Route H	City – Liberty	Brian Court to Route B	0.4	12
SP12	West Ruth Ewing Road	City – Liberty	MO-291 and West Ruth Ewing Road	-	32
SP13	Withers Road	City - Liberty	Withers Road and Progress Street	-	4
SP14	Withers Road	City – Liberty	Withers Road and South Wales Street	-	12
Active Transportation					
SP15	Elementary Schools	City – Liberty	Within ½ mile of LPS Elementary Schools - Ridgeview Elementary School - Alexander Doniphan Elementary School - Lewis and Clark Elementary School - Franklin Elementary School - Manor Hill Elementary School	2.2	16
SP16	Middle Schools	City – Liberty	Within ½ mile of LPS Middle Schools - Discover and South View Middle Schools - Liberty Middle School - Heritage Middle School	2.4	1
SP17	Kansas Street	City – Liberty	West Kansas Street and Valley Road	-	0
SP18	MO-291	State – MoDOT	Stewart Drive to Kansas Street	0.6	0
SP19	MO-291	State – MoDOT	Kansas Street to Leonard Street	-	3

**The crash dataset includes all minor injury, serious injury, suspected serious injury, and fatal crashes in Liberty from the years 2013 through 2022. This collective set of crashes are also referred to as "fatal and injury crashes" or "crashes" throughout the document.*

Figure 1. Short-Term Priority Projects Map

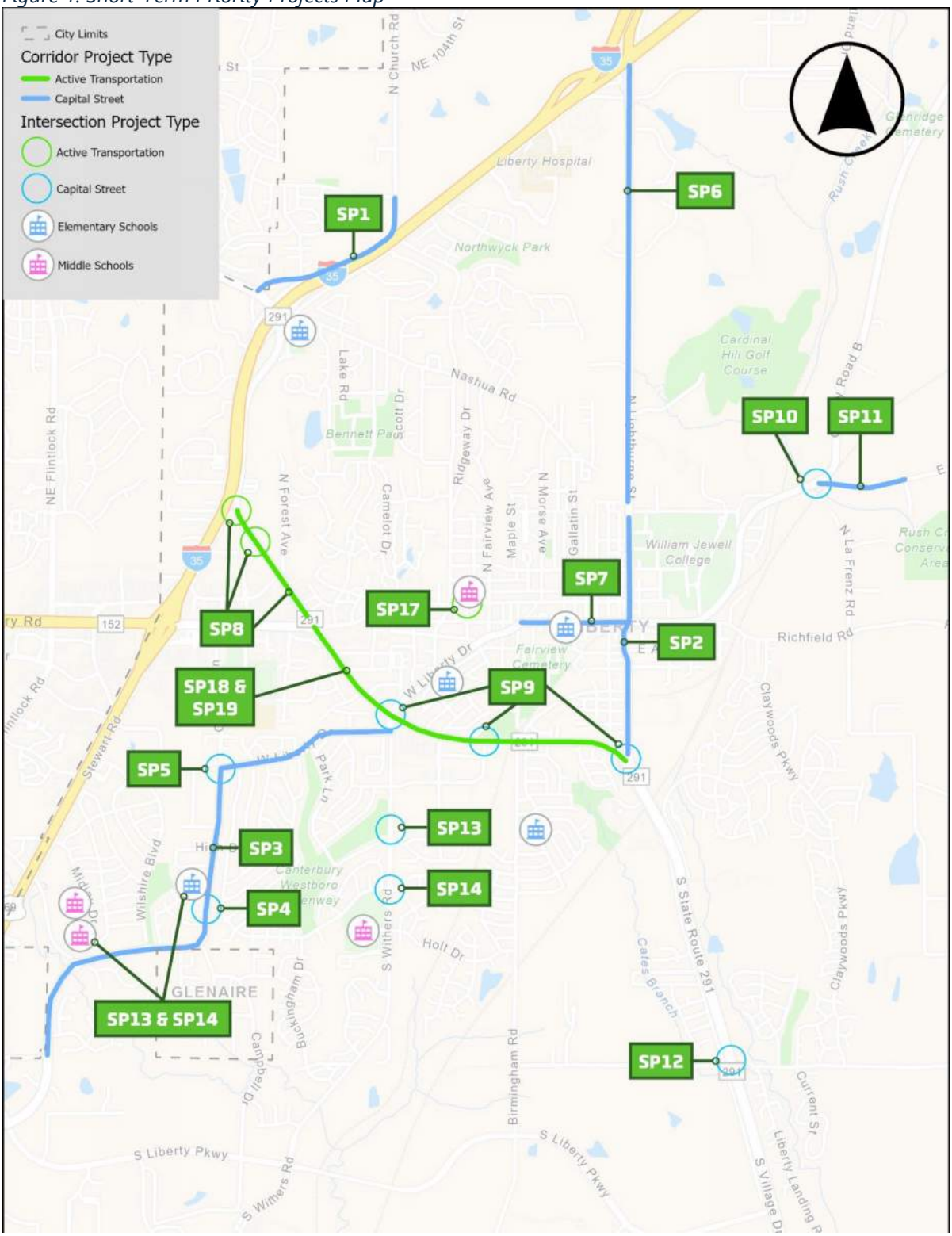


Table 2. Mid-Term Implementation Priority Projects

Mid-Term Priority Projects					
ID	**Location**	**Jurisdiction**	**Limits**	**Length (mi)**	**Crashes***
Capital Street and Intersections					
MP1	Doniphan Street	City – Liberty	Davis Street to R.E. Bowles Drive	0.2	5
MP2	Kansas Street	City – Liberty	Fairview Avenue to Lightburne Street	0.6	10
MP3	Mill Street	City – Liberty	Mill Street and Route H	-	5
MP4	Mississippi Street	City – Liberty	Fairview Avenue to Lightburne Street	0.6	20
MP5	MO-291	State - MoDOT	Kansas Street to Kent Street	1.0	130
MP6	Route H	City – Liberty	Brian Court to Route B	0.4	12
MP7	South Wales Road	City – Liberty	Canterbury Lane to South Withers Road	0.6	11
MP8	West Ruth Ewing Road	City – Liberty	MO-291 and West Ruth Ewing Road	-	32
MP9	West Ruth Ewing Road	City – Liberty	West Ruth Ewing Road and Birmingham Road	-	5
Active Transportation					
MP10	Leonard Street Lightburne Street	City – Liberty	MO-291 to Mill Street Mill Street to Doniphan Street	0.6 0.5	0 1
MP11	Liberty Drive	City – Liberty	Liberty Drive and High Drive	-	1
MP12	Lightburne Street	City – Liberty	Doniphan Street to US-69	2.0	0
MP13	Mill Street	City – Liberty	Mill Street and Prairie Street	-	1

**The crash dataset includes all minor injury, serious injury, suspected serious injury, and fatal crashes in Liberty from the years 2013 through 2022. This collective set of crashes are also referred to as "fatal and injury crashes" or "crashes" throughout the document.*

Figure 2. Mid-Term Priority Projects Map

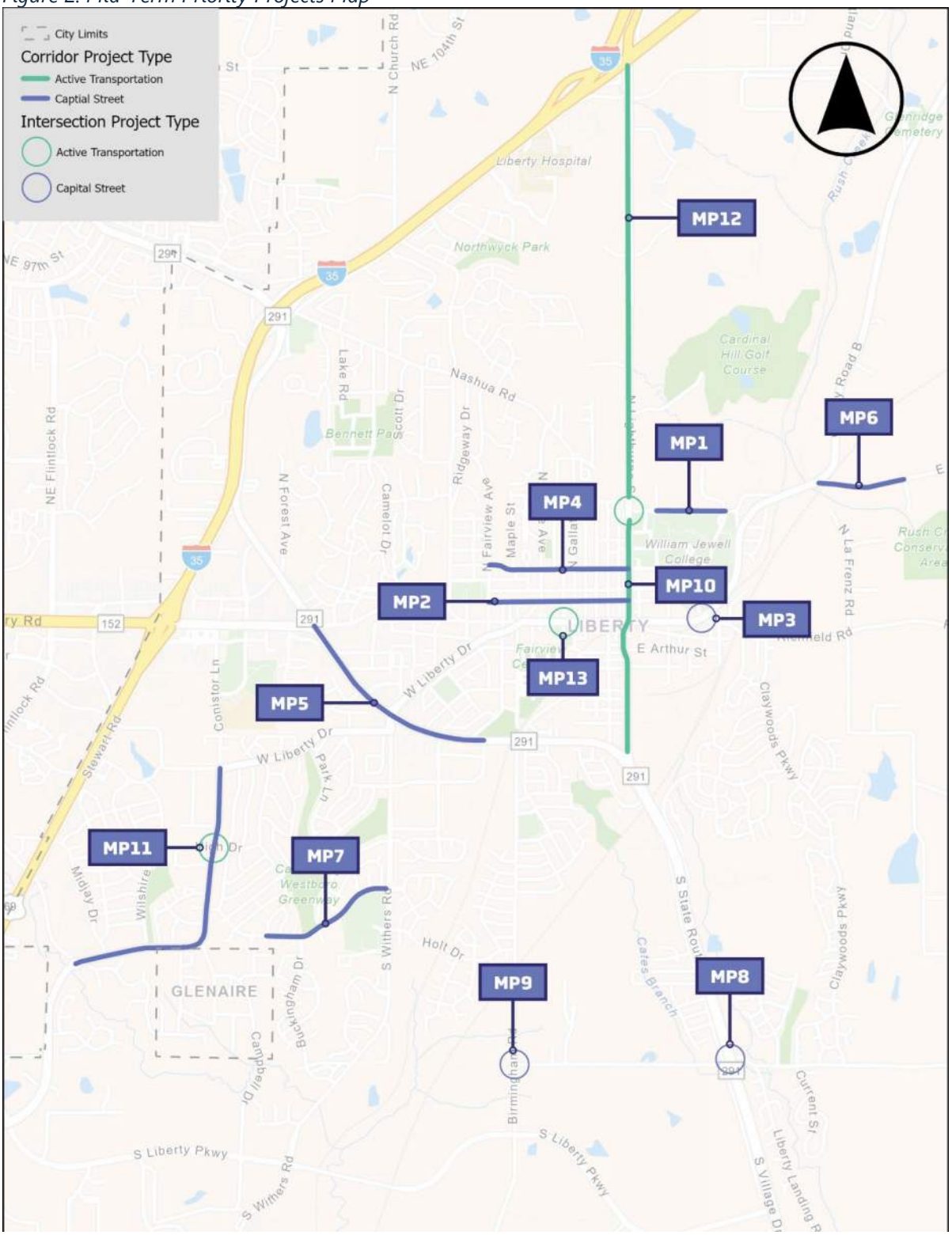
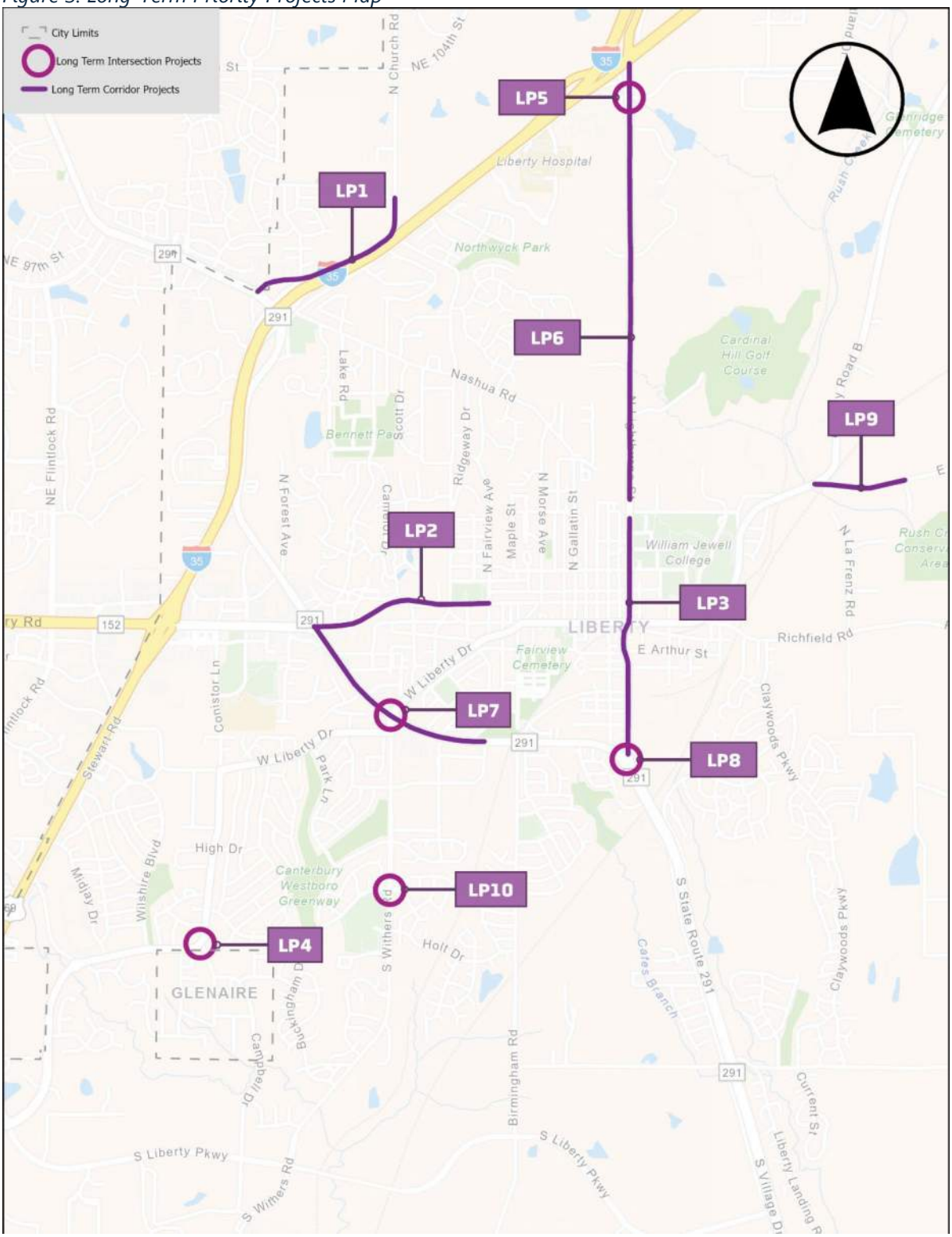


Table 3. Long-Term Priority Projects

Long-Term Priority Projects					
ID	**Location**	**Jurisdiction**	**Limits**	**Length (mi)**	**Crashes***
Capital Street and Intersections					
LP1	Church Road	City – Liberty	MO-291 to Camille Street	0.5	24
LP2	Kansas Street	City – Liberty	MO-291 to Fairview Avenue	0.8	38
LP3	Leonard Street Lightburne Street	City – Liberty	MO-291 to Mill Street Mill Street to Doniphan Street	0.6 0.5	8 14
LP4	Liberty Drive	City – Liberty	Liberty Drive and Adkins Road	-	5
LP5	Lightburne Street	City – Liberty	Lightburne Street and Glen Hendren	-	27
LP6	Lightburne Street	City – Liberty	Doniphan Street to US-69	2.0	27
LP7	MO-291	State - MoDOT	MO-291 and Liberty Drive	-	31
LP8	MO-291	State - MoDOT	MO-291 and Leonard Street	-	12
LP9	Route H	City – Liberty	Brian Court to Route B	0.4	12
LP10	Withers Road	City – Liberty	Withers Road and South Wales Street	-	12

**The crash dataset includes all minor injury, serious injury, suspected serious injury, and fatal crashes in Liberty from the years 2013 through 2022. This collective set of crashes are also referred to as "fatal and injury crashes" or "crashes" throughout the document.*

Figure 3. Long-Term Priority Projects Map



The following sections provide greater details on each of the recommended infrastructure projects. Projects in the subsequent sections are categorized by project type including *Capital Street Projects*, *Proposed Intersection Improvements*, and *Active Transportation Projects*. A planning level cost estimate is provided for each project in addition to its anticipated crash reduction estimate. Each project also shows a preliminary high-level Benefit-Cost Ratio (BCR) based on planning level assumptions. However, a more rigorous Benefit-Cost analysis is recommended at the time of project development.

Capital Street Projects

MO-291

MO-291 is a state-maintained, four-lane urban arterial that runs through the city, connecting with multiple major collector roads. The corridor includes separate left-turn lanes at nearly every intersection. The section from Kansas Street to Kent Street is a busy corridor separated by a two-way left turn lane to provide access to several closely spaced driveways on both sides of the roadway. A high proportion of the crashes in Liberty have occurred on this corridor. This includes 195 total crashes, among which 23 have resulted in serious injuries and one fatal crash. A raised median is recommended on this corridor and should be prioritized as a mid-term project.

There were 76 crashes (one fatal crash and eight serious injury crashes) between Stewart Drive and Kansas Street. The *Route 291 Improvement Project*[1] (currently under construction) addresses critical needs in Liberty. With traffic volume increasing by 33% over the past five years, the signalization of the intersection at Blue Jay Drive will manage the flow effectively. Additionally, the high crash rate at Stewart Road, including injuries and a fatality, warranted modifications to enhance safety. New sidewalks will ensure safer and more accessible routes for residents. This project, funded through a combination of City, Federal, and State sources, aims to create a safer and more efficient transportation network for the community.

[1] Route 291 Improvement Project, City of Liberty (https://www.libertymissouri.gov/2748/Route-291-Improvement-Project)

Table 4. Proposed Capital Street Projects for MO-291

MO-291 Limits	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Stewart Drive to Kansas Street	Short-Term (SP8)	MO-291 and Stewart Drive Raised Median and Eliminate Left-Turns; MO-291 and Blue Jay Drive Intersection Traffic Signal	$2,000,000	10-20%	3.0+
Kansas Street to Kent Street	Mid-Term (MP5)	Raised Median	$700,000	71%	3.0+

Kansas Street

Kansas Street is a four-lane urban arterial road that connects with several major collector roads; however, its cross-sectional configurations vary along its length. At the interchange with Interstate-35 (I-35), the roadway widens to a six-lane arterial to accommodate a higher volume of traffic. In contrast, between Fairview Avenue and Lightburne Street, Kansas Street transitions to a one-way street. The MO-291 to Fairview Avenue segment experienced 38 crashes, highlighting a safety challenge on this four-lane, undivided urban roadway. A road diet, typically converting four undivided lanes to three lanes (two through lanes with a center turn lane), can significantly improve safety by reducing conflict points, calming traffic, and providing space for other uses like bike lanes or pedestrian enhancements in the future.

The one-way street segment (Fairview Avenue to Lightburne Street) experienced 10 crashes, indicating a need for targeted safety improvements. Enhancing lighting at intersections improves visibility for all users, particularly at night, helping drivers better detect pedestrians, signage, and potential hazards. About a quarter of crashes were at night and a higher percentage of pedestrian and bicycle crashes were at night as well.

Speed feedback signs serve as a proven tool to reduce speeding by increasing driver awareness of their speed in real time. Additionally, installing LED-enhanced or backlit one-way signs reinforces directional compliance and reduces wrong-way entry, especially under low-light or adverse weather conditions. Together, these measures address visibility, speed, and driver awareness, which are key contributing factors to crashes on urban one-way streets.

Table 5. Proposed Capital Street Projects for Kansas Street

Kansas Street Limits	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Fairview Avenue to Lightburne Street	Mid-Term (MP2)	Improve Lighting at Intersections, Speed Feedback Signs, LED-Enhanced or Backlit One-Way Street signs	$600,000	5%	<1.0
MO-291 to Fairview Avenue	Long-Term (LP2)	Road Diet	$400,000	47%	3.0+

Liberty Drive

Liberty Drive is a two-lane, undivided residential minor arterial road connecting several roads with major arterials and freeways, such as MO-291. There were 58 crashes on Liberty Drive; a total of 20 crashes were attributed to aggressive driving, 13 to distracted driving, and 19 involved youth drivers. Implementing traffic calming measures and reducing the speed limit could help mitigate crashes by encouraging safer driving behaviors. Lower speeds give drivers more time to react, reducing the likelihood and severity of collisions.

Table 6. Proposed Capital Street Projects for Liberty Drive

Liberty Drive Limits	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Flintlock Road to S Withers Road	Short-Term (SP3)	Traffic calming measures and speed reduction	$250,000	5%	1.0 - 3.0

Church Road

Church Road from MO-291 to Camille Street experienced 24 crashes. Of which, 10 crashes (including one fatal crash) were around the curve north of MO-291. There were 14 crashes clustered around the MO-291 intersection, which could possibly be related to the close spacing between the driveway and the intersection. The proposed cross-section would help reduce run-off-the-road crashes by providing wider 16-foot travel lanes, which give drivers more room if they drift, especially in a corridor with a

pronounced horizontal curve. The 20-foot median adds separation between opposing traffic, mitigating head-on crashes on an undivided road.

Table 7. Proposed Capital Street Projects for Church Road

Church Road Limits	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
MO-291 to Camille Street	Short-Term (SP1)	Widened pavement to provide shoulders, Add curve warning signs with advisory speed limit signs; Speed Feedback signs	$750,000	30%	<1.0
MO-291 to Camille Street	Long-Term (LP1)	Reconstruct cross-section with two 16' lanes, a 20' center median with 250' left turn lanes at each public road intersection, and a 10' trail on the east side	$5,600,000	21%	<1.0

Leonard/Lightburne Street

The corridor, consisting of Leonard and Lightburne Streets, between MO-291 and US-69, is a two-lane, 24-foot-wide roadway with no shoulders. There were 23 crashes on Lightburne Street from Doniphan Street to US-69. Additionally, there were eight crashes between MO-291 and Mill Street on the south end of the corridor.

The ongoing Leonard Lightburne Multimodal Study[2] aims to enhance safety, mobility, and access along the Leonard Street/Lightburne Street corridor in Liberty, from MO-291 to the US-69 and I-35 interchange. This project, part of the Planning Sustainable Places (PSP) program by the Mid-America Regional Council (MARC), seeks to improve infrastructure for pedestrians, cyclists, drivers, and transit riders. The goals include addressing conflict points, filling sidewalk gaps, adding bike facilities, and improving transit connectivity. The project also aims to strengthen community links and align with

[2] Leonard Lightburne Multimodal Study, City of Liberty (https://www.libertymissouri.gov/2776/Leonard-Lightburne-Multimodal-Study)

Liberty's broader transportation and land use goals. Public engagement is a key component, with an online survey and open houses scheduled to gather community feedback. As part of this effort and to address the existing traffic safety challenges in the corridor, several projects in the Capital Street and Active Transportation categories have been recommended.

Table 8. Proposed Capital Street Projects for Leonard/Lightburne Street

Leonard/ Lightburne Street Limits	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Lightburne Street from Doniphan Street to US-69	Short-Term (SP6)	Streetlights at 200' spacing; Speed feedback signs – two signs (one northbound, one southbound)	$300,000	24%	3.0+
Lightburne Street from Doniphan Street to US-69	Long-Term (LP6)	Reconstruct cross section with two 16' lanes, 20' center median with 250' left turn lanes at each public road intersection, and 10' trail on one side and 5' sidewalk on other side; sod & trees at 200' spacing on both sides and median plus seeding on backslopes	$6,000,000	21%	<1.0
Leonard Street from MO-291 to Mill Street, Lightburne Street from Mill Street to Doniphan Street	Short-Term (SP2)	Speed feedback signs – two signs (one northbound, one southbound)	$15,000	5%	3.0+
	Long-Term (LP3)	Partial reconstruction as 2-lane undivided • 24' of mill + overlay • Full depth pavement replacement of 20% of roadway	$5,000,000	-	<1.0

Mill Street

Mill Street from Liberty Drive to Leonard Street consists of two through lanes in the eastbound direction and a single through lane in the westbound direction. There are left-turn lanes at every major intersection along the Mill Street corridor, with a two-way

turn lane between Dorsey Street and Prairie Street. Additionally, Franklin Elementary School is located between Prairie Street and Gallatin Street. There were 19 crashes clustered around intersections along Mill Street. Three of which involved pedestrians, with one being fatal, specifically at the Mill Street and Main Street intersection.

High priority future improvements could include raised crossings, lane narrowing, and road diets. A road diet could be implemented on Mill Street by repurposing one westbound travel lane as a cycle track and improving sidewalks and pedestrian crossings.

Table 9. Proposed Capital Street Projects for Mill Street

Mill Street Limits	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Liberty Drive to Leonard Street	Short-Term (SP7)	Road Diet	$1,000,000	47%	1.0-3.0

Route H

Route H is a two-lane undivided rural minor road with several driveways throughout the corridor. The segment from Brian Court to Route B exhibits notable safety challenges despite its relatively short length of 0.41 miles. This segment experienced 12 crashes, including 3 serious injury crashes, and one fatality. Reducing the speed limits on the approach to the intersection could be considered as a short-term improvement. A reduction in speed decreases the stopping distances, which allows drivers more time to react to potential risks. This reduction in speed also helps lower the severity of crashes when they do occur. Additionally, it can help prevent crashes involving vehicles that are turning, as slower speeds improve overall maneuverability and visibility.

The presence of a fatal crash within a small number of crashes suggests a disproportionately severe crash outcome on this roadway. Therefore, mid-term improvements (such as curve warning signs, speed feedback signs) and long-term improvements (such as adding outside shoulders) should also be considered for this corridor.

Table 10. Proposed Capital Street Projects for Route B

Route H Limits	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Brian Court to Route B	Short-Term (SP11)	Reduce Speed limit approaching the intersection	$8,000	5%	1.0-3.0
Brian Court to Route B	Mid-Term (MP6)	Curve warning signs; Speed Feedback signs	$40,000	30%	3.0+
Brian Court to Route B	Long-Term (LP9)	Outside shoulders	$250,000	31%	1.0-3.0

South Wales Road

South Wales Road is primarily a two-lane undivided suburban road with several intersections throughout the corridor. There were 11 crashes reported, 10 of which occurred at intersections, particularly between Canterbury Lane and South Withers Road. Rather than addressing these intersections individually, implementing a corridor-wide traffic calming measures is recommended to help reduce the number of crashes.

Table 11. Proposed Capital Street Projects for South Wales Road

South Wales Road Limits	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Canterbury Lane to South Withers Road	Mid-Term (MP7)	Traffic calming measures and speed reduction	$300,000	5%	<1.0

Mississippi Street

Mississippi Street is a two-lane, undivided residential street with multiple intersections along the corridor. A total of 20 crashes were reported, two serious injury crashes and one crash involving a bicyclist between Fairview Avenue and Lightburne Street. To help mitigate the crashes, its recommended to implement Rectangular Rapid Flashing Beacons, LED enhanced stop signs, stop warning signs, high visibility pavements markings and speed back signs at all intersections.

Table 12. Proposed Capital Street Projects for Mississippi Street

Mississippi Street Limits	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Fairview Avenue to Lightburne Street	Mid-Term (MP4)	RRFBs, LED-enhanced Stop Signs and Stop Ahead Warning Signs, High-visibility pavement markings, Speed Feedback Signs	$500,000	5-10%	1.0-3.0

Doniphan Street

Doniphan Street is a two-lane narrow rural undivided road with several driveways along the corridor. The area suffers from poor lighting conditions, contributing to safety challenges. A total of five crashes were reported on the corridor between Davis Street to R.E. Bowles Drive, which included a bicyclist involved in a serious injury crash. The implementation of high-visibility pavement markings and speed feedback will help reduce the number of crashes by improving driver awareness.

Table 13. Proposed Capital Street Projects for Doniphan Street

Doniphan Street Limits	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Davis Street to R.E. Bowles Drive	Mid-Term (MP1)	High-visibility pavement markings, Speed Feedback Signs	$ 50,000	10-20%	1.0-3.0

Proposed Intersection Improvements

MO-291

At the intersection of MO-291 and Liberty Drive, there were 14 crashes reported, which involved both aggressive drivers and run-off-the-road crashes. These crashes could also be related to the skew of the eastbound approach. The intersection of MO-291 and Kent Street has also experienced 12 crashes, including two serious injury crashes and one fatal crash. At MO-291 and Leonard, 11 of the crashes are related to the horizontal

curve, while eight crashes occurred in the dark and may also be related to lighting conditions.

Table 14. Proposed Intersection Improvement Projects for MO-291

MO-291 Intersection	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Liberty Drive, Kent Street and Leonard Street	Short-Term (SP9)	Signal Improvements RIRO at Kent St, Improve Intersection Lighting, Add crosswalks and ADA-compliant pedestrian facilities	$13,000,000	62%	<1.0
Liberty Drive	Long-Term (LP7)	Roundabout	$3,500,000	78%	<1.0
Leonard Street	Long-Term (LP8)	Roundabout	$3,500,000	78%	<1.0

Withers Road

Withers Road is a four-lane divided urban arterial with a raised median between Homestead and Kent Street. The segments between Kent Street and Liberty Drive are undivided four-lane arterial. All crashes along the corridor are at intersections - most at Withers Road and Progress Street, and Withers Road and South Wales Street. The target treatments for this corridor should be aimed at intersection improvements. In the short term, traffic signals could be considered for the Withers Road and Progress Street intersections with turn lanes. At the Withers Road and South Wales Street intersection, turn lanes could be provided in the short term to mitigate some of the safety issues.

Table 15. Proposed Intersection Improvement Projects for Withers Road

Withers Road Intersection	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Progress Street	Short-Term (SP13)	Traffic Signals with Turn Lanes	$350,000	21%	<1.0

South Wales Street	Short-Term (SP14)	Turn Lanes	$140,000	21%	<1.0
South Wales Street	Long-Term (LP10)	Signal and intersection visibility improvements; leading pedestrian interval, retroreflective backplates, crosswalk improvements,	$175,000	26%	1.0 – 3.0

Lightburne Street

There were 27 crashes that occurred at the Lightburne Street and Glen Hendren Drive intersection. Improvements at the intersection could include a roundabout, which can reduce crashes by lowering vehicle speeds and eliminating right-angle and head-on conflict points. Its continuous flow design also improves safety by simplifying decision-making and reducing severe crash types.

Table 16. Proposed Intersection Improvement Projects for Lightburne Street

Lightburne Street Intersection	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Glen Hendren	Long-Term (LP5)	Roundabout	$2,800,000	78%	<1.0

Liberty Drive

The intersection of Liberty Drive and Kings Highway experienced 12 crashes, including one serious injury crash. Of particular note are the seven run-off-the-road crashes, three of which resulted in injuries, and six head-on crashes, also involving three injuries. These types of crashes suggest potential issues with roadway geometry, speed, or sight distances. The presence of both run-off-the-road and head-on collisions indicates that drivers may be struggling to stay within their lanes, possibly due to sharp curves. Improper signal timing could also contribute to some of the crashes observed at the intersection. Targeted safety improvements, such as Modified Right-Turn Lane design or Signal Improvements (as part of the Systemic Signal Projects), could help reduce the severity and frequency of crashes at this intersection.

Table 17. Proposed Intersection Improvement Projects for Liberty Drive

Liberty Drive Intersection	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
South Wales Street	Short-Term (SP4)	Prohibit Right-Turn-On-Red	$12,000	8%	3.0+
Kings Highway	Short-Term (SP5)	Modified Right-Turn Lane design	$85,000	44%	3.0+
Adkins Road	Long-Term (LP4)	Dedicated Turn Lanes	$80,000	14%	1.0-3.0

Mill Street

There were five crashes reported at the intersection of Mill Street and Route H, one of which was a serious injury, and one fatal crash. Four of these were run-off-the-road crashes, indicating that drivers were failing to keep control of the vehicle approaching the intersection. As a med-term solution, a roundabout is recommended at this intersection.

Table 18. Proposed Intersection Improvement Projects for Mill Street

Mill Street Intersection	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Route H	Mid-Term (MP3)	Roundabout	$2,300,000	78%	<1.0

Route H

The intersection of Route H and Route B has experienced two injury crashes, one of which involved a serious injury. These crashes highlight safety issues at this location, likely due to high speeds, limited sight distance, or conflicts between turning and through traffic. As a long-term solution, the installation of a roundabout should be considered. Roundabouts are proven to reduce the likelihood and severity of crashes by lowering vehicle speeds and eliminating angle collisions, which are often the most severe.

Table 19. Proposed Intersection Improvement Projects for Route H

Route H Intersection	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
Route B	Short-Term (SP10)	Roundabout	$2,800,000	78%	<1.0

West Ruth Ewing Road

West Ruth Ewing Road is a two-lane rural undivided road with few driveways along the corridor. Specifically, there were five crashes reported at a stop-controlled intersection of West Right Ewing Road and Birmingham. A mini roundabout could be considered to reduce some of the crashes in the future.

Additionally, there were 32 crashes (including eight serious injury crashes) at the intersection of West Ruth Ewing and MO-291. Improved signals and warning signs along MO-291 prior to the intersection are recommended as a short-term measure. As a long-term measure, strategies such as replacing direct left turns and cross movements from the minor road with right turns followed by downstream U-turns (such as an RCUT or J-turn intersection) could provide high safety benefits in terms of crash reduction.

Table 20. Proposed Intersections Improvements for West Ruth Edwing Road

West Ruth Ewing Road Intersection	Priority	Proposed Project	Cost Estimate	Crash Reduction	BCR
MO-291	Short-Term (SP12)	Signal Improvements, Signal Ahead Warning Signs on MO-291	$150,000	15%	1.0-3.0
Birmingham Road	Mid-Term (MP9)	Mini Roundabout	$500,000	78%	<1.0
MO-291	Mid-Term (MP8)	Restricted Crossing U-Turn (RCUT or J-Turn)	$2,000,000	60%	1.0-3.0

Active Transportation Projects

There were 46 pedestrian or bicyclist involved in crashes (three fatal, eight serious injury) within the Liberty city limits. While some Active Transportation Projects recommended here may not be located at sites with historical crashes, they still serve an important role in advancing proactive, systemic safety. These projects target known risk factors, such as missing sidewalks, locations without improved crosswalks, and corridors with high vehicle speeds. The absence of crashes does not necessarily mean the risk is low, particularly in areas with vulnerable users, such as children. Sidewalk improvement projects near elementary and middle schools, for instance, are essential for providing safe walking routes and promoting active transportation. By focusing on prevention rather than reaction, these projects help create safer, more accessible streets for everyone.

Sidewalk Infill Projects

Inadequate or missing infrastructure near schools, such as sidewalks, poses a significant safety risk for students who walk, roll, or bike to school. When these facilities are absent, children are often forced to share the roadway with vehicles, increasing their exposure to traffic and the likelihood of severe injury in the event of a crash. Missing or narrow sidewalks force students to walk along the edge of the roadway or on uneven surfaces like grass or gravel shoulders, which may not be safe or accessible, especially in poor weather or for students with disabilities.

In that regard, the Sidewalk Infill Projects are focused on the area within a half mile of all Liberty Public Schools elementary and middle schools. The recommended projects should provide the infrastructure necessary to prevent high-severity crashes involving vulnerable road users, including children, near schools. As part of this project, critical sidewalk gaps will be filled within a half-mile buffer area of all public elementary and middle schools, and additional safe crossings will be installed.

Table 21. School Sidewalk Infill Projects

School Sidewalk Infill Projects	Priority	Project Scale	Project Cost (2024 dollars)
Elementary School Sidewalk Infill *Within ½ mile of LPS Elementary Schools* • Ridgeview Elementary School ~2,500 L.F. of sidewalk needs • Alexander Doniphan Elementary School ~1,600 L.F. of sidewalk needs • Lewis and Clark Elementary School ~4,300 L.F. of sidewalk needs • Franklin Elementary School ~1,400 L.F. of sidewalk needs • Manor Hill Elementary School ~1,700 L.F. of sidewalk needs	Short-Term (SP15)	2.2 miles (~28 blocks)	$3,500,000
Middle School Sidewalk Infill *Within ½ mile of LPS Middle Schools* • Discover and South View Middle Schools ~1,400 L.F. of sidewalk needs • Liberty Middle School ~800 L.F. of sidewalk needs • Heritage Middle School ~10,300 L.F. of sidewalk needs	Short-Term (SP16)	2.4 miles (~30 blocks)	$4,000,000
Total		**4.6 miles (~58 blocks)**	**$7,500,000**

MO-291

The section from Kansas Street to Leonard Street has a high volume of traffic and high speed operations. One pedestrian crash occurred over the 10-year analysis period resulting in a serious injury at the intersection of MO-291 and South Skyline Drive and West Murray Road. Walkability improvements could be recommended to be implemented in the short-term. Sidewalk gaps will be filled along MO-291 on both sides of the highway and additional safe crossings will be installed. Some sidewalk improvements are currently programmed or under construction, while other locations will still need further pedestrian safety improvements.

Table 22. Active Transportation Projects for MO-291

MO-291 Limits	Priority	Proposed Project	Cost Estimate
Stewart Drive to Kansas Street	Short-Term (SP18)	Sidewalks along MO-291	$2,000,000[3]
Kansas Street to Leonard Street	Short-Term (SP19)	Walkability Improvements	$3,000,000
• Kansas to Liberty - Southwest side ~2,800 L.F. | Northeast side ~1,000 L.F. • Liberty to Brown - Southwest side ~800 L.F. | Northeast side ~1,300 L.F. • Brown to Kent - South side ~0 L.F. | North side ~1,200 L.F. • Kent to Skyline - South side ~0 L.F. | North side ~1,100 L.F. • Skyline to Leonard - South side ~2,500 L.F. | North side ~1,500 L.F.			

Kansas Street

Kansas Street is a 4-lane urban arterial between MO-291 and Fairview Avenue, with a total of 38 crashes reported along this segment. The corridor is heavily residential with nearby schools in the area, increasing pedestrian activity and the need for safety improvements. At the stop-controlled intersection of West Kansas Street and Valley Road, the proposed project includes enhanced street lighting, upgraded pedestrian crosswalk pavement markings, and Rectangular Rapid-Flashing Beacons (RRFBs); these improvements will alert drivers to pedestrians' crossings and reduce the likelihood of crashes in this high-risk area. At the signalized intersection of North Ridge Avenue and Fairview Avenue, sidewalk improvements are planned (included in the Sidewalk Infill Project section) along the corridor to accommodate pedestrian and bicycle traffic, which will provide safer routes for students traveling to and from Heritage Middle School.

[3] Project is a portion of the MoDOT Route 291 Improvement Project estimated at $2,000,000. For more information please reference, Route 291 Improvement Project | the City of Liberty Official Website

Table 23. Active Transportation Projects for Kansas Street

Kansas Street Limits	Priority	Proposed Project	Cost Estimate
West Kansas Street and Valley Road	Short-Term (SP17)	Pedestrian crossings with RRFB, street lighting, signing, pavement marking	$200,000

Mill Street

A total of 19 crashes were reported along Mill Street, with a significant concentration at intersections. Among these, three involved pedestrians, including one fatality at the intersection of Mill Street and Main Street. There are multiple treatments that could be targeted towards improving safety along Mill Street and at intersections. As a high-priority corridor, the sidewalks around Franklin Elementary School should be targeted for improvement (included as part of the citywide Liberty Public Schools Sidewalk Infill Projects). Additionally, at the Prairie Street intersection, new crosswalks with visibility enhancements are recommended to increase drivers' awareness of pedestrians crossing, considering there are no crosswalks at the intersection.

Table 24. Proposed projects for Mill Street

Mill Street Limits	Priority	Proposed Project	Cost Estimate
Mill Street and Prairie Street	Mid-Term (MP13)	New crosswalks at the Prairie St intersection with Crosswalk Visibility Enhancements	$100,000

Liberty Drive

A total of 27 crashes occurred at intersections along Liberty Drive. As part of the proposed improvements, the Flintlock Road and Kings Highway segments will include sidewalk to accommodate pedestrian and bicycle traffic (part of Sidewalk Infill Projects). There was 1 bicyclist involved in a serious injury at the Liberty Drive and High Drive intersection. At Liberty Drive and High Drive, crosswalk visibility enhancements are recommended to improve bicyclist/pedestrian safety and reduce risk.

Table 25. Active Transportation Projects for Liberty Drive

Liberty Drive Limits	Priority	Proposed Project	Cost Estimate
Liberty Drive and High Drive	Mid-Term (MP11)	Crosswalk Visibility Enhancements	$50,000

Leonard/Lightburne Street

As part of the Leonard Lightburne Multimodal Study and existing conditions, several Active Transportation projects have been recommended for the Leonard/Lightburne corridor. Safety improvements are targeted at both mid-block and key intersections to reduce the number and severity of crashes. The proposed projects will enhance pedestrian safety and visibility at the intersections. It will improve nighttime visibility by upgrading street lighting and marked pedestrian crossings with the Rapid Flashing Beacons.

Table 26. Active Transportation Projects for Leonard Street

Leonard/Lightburne Street Limits	Priority	Proposed Project	Cost Estimate
Leonard Street from MO-291 to Mill Street and Lightburne Street from Mill Street to Doniphan Street	Mid-Term (MP10)	Five pedestrian crossings with RRFB, street lighting, signing, pavement marking; sod and trees at 100' spacing on both sides of street	$1,500,000
Lightburne Street from Doniphan Street to US-69	Mid-Term (MP12)	ADA ramps at all intersections; two pedestrian crossings with RRFB, street lighting, signing, pavement marking	$500,000

Systemic Signal Projects

Systemic safety improvements take a proactive approach to traffic safety by addressing potential risk factors before crashes occur, rather than relying on crash occurrence to point to safety issues. This approach emphasizes the identification and treatment of common risk factors found across a roadway network, rather than targeting specific high-crash locations. While not all signalized intersections within the study area portray

an above-average crash frequency, safety analysis point to a trend; high crash signal locations share key characteristics, revealing patterns that suggest broader system-wide vulnerabilities that could be mitigated through system wide interventions. Notably, signalized intersections account for 40% of all intersection-related crashes within the Liberty city limits, underscoring the importance of targeting these locations for systemic improvements.

By addressing risks on a network-wide level, the goal of reducing severe crashes across the City of Liberty is advanced. The following paragraphs describe proposed systemic projects to be implemented at all signalized intersections within city limits.

Systemic Signing and Visibility Improvements at Signalized Intersections

Signing and visibility improvements seek to maximize user comprehension of an intersection layout and control by providing clear and concise information for drivers, pedestrians, and bicyclists. Where signal visibility issues exist, retroreflective backplates could address visibility challenges and increase driver compliance with signals.

Cost Estimate	Crash Reduction
$15,000 / intersection	Up to 40% reduction in pedestrian crashes

Systemic treatments may include:

- Restriping crosswalks
- Adding retroreflective backplates
- Adding signage where needed

Systemic Signal Timing Improvements for Vehicular Traffic

This involves applying data-driven network-wide adjustments to traffic signal timings to enhance traffic flow, reduce congestion, and improve safety. Inefficient signals can lead to sudden stops, poor signal compliance, and other events that increase the likelihood of rear-end and/or angle crashes. Proper network-wide signal optimization allows smooth and predictable traffic flow, lowering driver frustration and aggression, and other risky behavior.

Cost Estimate	Crash Reduction
$9,000 / intersection	Up to 15% reduction in all crashes

Systemic signal timing may focus on:

- Adjusting yellow and all-red times to provide sufficient clearance between conflicting movements
- Prohibiting right-turn on red
- Prohibiting permissive left turns
- Providing leading pedestrian intervals
- Optimizing cycle lengths, splits, and offsets

Systemic Signal Timing Improvements for Pedestrians

This involves comprehensive timing adjustments aimed at enhancing pedestrian safety and accessibility. Optimizing timing for pedestrians can help to reduce pedestrian-related crashes and facilitate walkability and accessibility.

Cost Estimate	Crash Reduction
$7,000 / intersection	Up to 21% reduction in all crashes

Pedestrian-focused timing improvements may include:

- Providing leading pedestrian intervals
- Prohibiting right-turn on red at signals with crosswalks
- Assessing existing pedestrian crossing times and adjusting as needed.

Systemic Traffic Signal Inventory

As part of the City of Liberty's ongoing efforts to enhance transportation infrastructure and improve safety and accessibility, a comprehensive, systemic traffic signal inventory was conducted. This effort involved evaluating each signalized intersection across the city to assess the presence or absence of key signal components and safety features. Table 25 shows a signal inventory summarizing which features are lacking at each intersection. The table provides a detailed checklist of essential elements, such as backplates, retroreflective borders, vehicle detection, pedestrian signals, ADA-compliant ramps, Accessible Pedestrian Signals (APS), and signal phasing types (e.g., protected-only or permissive/protected left turns). By documenting which features are currently in place and which are missing, we aim to identify upgrade needs and prioritize improvements that align with modern standards for visibility, accessibility, and multimodal safety.

Table 27. Systemic Traffic Signal Improvement Inventory

Signal Location	Backplates	Retroreflective Backplates	Detection	Pedestrian Signal	Street lighting	ADA Ramps	Accessible Pedestrian Signals	Protected Only	Permissive Only	Permissive/Protected
MO-291 and KS	✓		✓	✓	✓	✓	✓	✓		
MO-291 and Liberty Drive	✓		✓		✓					✓
MO-291 and Leonard Street	✓		✓		✓			✓		
Withers and S Wales	✓		✓	✓	✓	✓	✓		✓	
Lightburne and Glen Hendren	✓		✓	✓	✓	✓	✓			✓
Liberty Drive and Withers Road	✓		✓	✓	✓	✓	✓			✓
Liberty Drive and Mill Street	✓		✓	✓	✓	✓	✓	✓		
Mill Street and Gallatin Street	✓		✓	✓	✓	✓	✓			✓
Mill Street and Lightburne Street	✓		✓	✓	✓	✓	✓	✓		
Lightburne and US- 69	✓		✓		✓			✓		
MO-291 and College Street/ N Forest Avenue	✓		✓	✓	✓	✓	✓			✓
MO-291 and Brown Street	✓		✓	✓	✓	✓	✓			✓
MO-291 and Skyline Drive/ Murray Road	✓		✓				✓	✓		
MO-291 and Church Road	✓		✓	✓	✓	✓		✓		
MO-291 and Southview Drive	✓		✓		✓			✓		
MO-291 and Ruth Edwing Road		✓	✓	✓	✓		✓			✓
MO-291 and S Liberty Parkway	✓		✓		✓			✓		
Liberty Drive and Kings Highway	✓		✓	✓	✓		✓			✓
Kansas Street and Conistor Street	✓		✓	✓	✓		✓	✓		
Kansas Street and Blue Jay Drive	✓		✓	✓	✓		✓	✓		

Signal Location	Backplates	Retroreflective Backplates	Detection	Pedestrian Signal	Street lighting	ADA Ramps	Accessible Pedestrian Signals	Protected Only	Permissive Only	Permissive/Protected
Kansas Street and Forrest Avenue	✓		✓	✓	✓		✓	✓		
S Liberty Parkway and Flintlock Road	✓		✓	✓	✓	✓	✓	✓		
S Liberty Parkway and Withers Road	✓		✓	✓	✓	✓	✓			✓
S Liberty Parkway and Swan Avenue	✓		✓	✓	✓	✓	✓			✓
S Liberty Parkway and Hughes Road	✓		✓	✓	✓	✓	✓			✓
Highway H and E Mill Street	✓		✓	✓	✓	✓	✓	✓		
Kansas Street and Clayview Drive	✓		✓	✓	✓	✓	✓			✓
Kansas Street and Ridge Avenue	✓		✓	✓		✓	✓			✓
MO-291 and 96th Street / Ash Avenue	✓		✓	✓	✓	✓	✓			✓

Action Plan

The City of Liberty has developed an Action Plan that prioritizes implementing key projects and action steps to address identified needs in the community and to improve safety for all. Action steps include prioritized infrastructure projects outlined in the previous section, proven safety countermeasures outlined in Appendix C, educational programs, and policy strategies. The Action Plan also includes information on who the leaders, or champions, are for each project. Champions are responsible for implementing each project and may include Liberty municipal departments or commissions. A recommended time frame for the implementation of each action step is provided as well. These recommended time frames allow Liberty to establish goals for implementing projects over the short-, mid-, and long-term.

The table below provides a description of the recommended project implementation time frames. Please note that many of the recommended projects will need ongoing support and monitoring to ensure project benefits are fully maximized.

Table 28. Action Step Implementation Timeframe Descriptions

Time Frame	Description
Short-Term	Immediate action steps to be initiated within 0-2 years of CSAP adoption.
Mid-Term	Medium-range action steps to be initiated within 3 to 5 years following CSAP adoption.
Long-Term	Long-range goals or action steps to be initiated within 6 to 10+ years following CSAP adoption.

In this Action Plan there are 34 total Action Steps recommended including:

- 15 Short-Term Action Steps
- 13 Mid-Term Action Steps
- 7 Long-Term Action Steps

Please note, many of the recommended action steps will need on-going support and monitoring to ensure project benefits are fully maximized.

Table 29. Liberty Safety Action Plan – Short-Term Action Steps

Short Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
S1 - Adopt a Vision Zero Resolution	While reducing the number of fatal and serious crashes in Liberty is the immediate goal, a long-term goal to eliminate all fatal and serious crashes should be prioritized. The City of Liberty should adopt a citywide Vision Zero resolution to formalize the City's commitment to eliminating all fatal and serious injury crashes. These policies typically outline a target year to achieve the Vision Zero goal, such as 10 to 30 years into the future (e.g., 2045).	Mayor	Within 6 months of CSAP adoption
S2 - Establish a Transportation Safety Commission	Establish a Transportation Safety Commission which will become the party responsible for ensuring the CSAP is implemented in Liberty, and all progress and successes are being tracked. Commission members may include people involved in the CSAP Advisory Committee, department directors, or other local leaders. Representation from many different City departments is encouraged in order to ensure safety is achieved through a holistic approach.	City Administrator	Within 6 months of CSAP adoption
S3 - Identify Grant Funding Opportunities	Identify which projects recommended in the CSAP are eligible for outside funding sources. Develop a strategy to explore additional regional, state, and federal funding opportunities to support the implementation of these projects. The SS4A Implementation Grant program should be a top priority.	City Administrator, Public Works Director	Within 1 year of CSAP adoption; ongoing basis

Short Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
S4 – Delegate Transportation Safety Roles	Delegate roles focused on transportation safety within the Public Works Department. These roles should work to implement the recommendations of the CSAP. Individuals with these roles should work closely with the Transportation Safety Commission and work collaboratively across City departments (such as Planning and Development, Police, and Public Relations) to ensure projects are implemented systemically throughout the city focusing on the Safe System Approach.	City Administrator, Public Works	Next City budget cycle following CSAP adoption
S5 - Regularly Review Vision Zero Progress	Public Works staff should regularly develop a Vision Zero report to track the City's progress in reaching its' goals to eliminate all fatal and serious injury crashes. This may occur annually or on an alternate cycle. The report should evaluate ongoing crash trends and track the progress made on action steps. This report should also include a project-specific implementation plan based on the CSAP and the City's budget at the time of the report update.	Public Works, Transportation Safety Commission	Review every 5 years or more often if necessary
S6 - Advocate for Safety on the Leonard Lightburne Multimodal Study	The Leonard Lightburne Multimodal Study is a MARC Planning Sustainable Places corridor study stretching from MO-291 to the US-69 and I-35 interchange. The City should be an active participant in this planning process and advocate for safety as the highest priority outcome of the plan.	Transportation Safety Commission	1-2 years

Short Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
S7 - Integrate Safety Projects into the Capital Improvements Plan	Identify opportunities to incorporate safety improvements into the projects included in the City's previously programmed Capital Improvements Plan (CIP). Several projects have already been programmed in Liberty which are located on the HIN or have higher-risk elements associated with them. Safety countermeasures from this document should be considered for incorporation into these projects. For example, roadway resurfacing projects can become opportunities to also implement quick-build safety countermeasures. This action should be repeated with each update to the CIP.	City Engineer	1-2 years to initiate project construction
S8 - Integrate Safety Improvements into the Street and Storm Water Maintenance Program	Amend the Street and Storm Water Maintenance Program to prioritize maintenance on the HIN and HRN corridors. When possible, incorporate systemic safety treatments into all maintenance projects (e.g., pavement marking, signing, crosswalks). The City may consider allocating a portion of the annual budget specifically for safety improvements under this program.	Public Works Director	6-12 months; ongoing basis
S9 – Initiate Short-Term City Street Infrastructure Projects	The City should begin the process of initiating recommended short-term safety improvements and infrastructure projects, including school sidewalk infill projects, that are located on roadways under the City of Liberty's jurisdiction. If necessary, short-term projects should be further prioritized by locations with the highest crash and severe injury risk. The City should consider this a key priority in the annual budget.	City Engineer	1-2 years; ongoing basis

Short Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
S10 - Partner with MoDOT to Initiate State Road Infrastructure Projects	Develop partnerships with MoDOT to identify strategies for initiating recommended short-term safety improvements and infrastructure projects on roadways under state jurisdiction. These efforts should remain on-going as projects are implemented and as new safety challenges arise.	Transportation Safety Commission	1-3 years; ongoing basis
S11 - Initiate Systemic Speed Reduction Efforts	Initiate a citywide effort to systemically reduce speeding related crashes. Identify quick-build solutions to implement cost-effective, proven safety countermeasures to lower speeds throughout the city. These efforts should include traffic calming countermeasures and speed reduction countermeasures and be prioritized first on roadways identified on the HIN/HRN.	City Engineer	6-12 months; ongoing basis
S12 - Create a Transportation Safety Campaign	City staff should identify specific driver behaviors indicated in the CSAP's Citywide Crash Data Analysis (e.g., speeding, distracted driving, etc.) to improve through targeted media campaigns. Utilize existing safety messaging sources from MoDOT, MSHP, NHTSA, FHWA, IIHS, and others that relate to crash patterns in Liberty.	Assistant City Administrator / Strategic Information Officer	6 months; ongoing basis

Short Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
S13 - Expand Enforcement Toolbox	Coordinate with local law enforcement to explore proven safety countermeasures to better enforce speeds and safer road user behaviors (e.g., not driving while distracted or intoxicated) on roadways within the HRN and HIN. This may include speed cameras, speed feedback signs, alternative transportation programs, and/or high visibility enforcement tactics.	Police Chief	12 months, ongoing basis
S14 - Leverage Existing Online Data Tools	The City of Liberty currently has a great Geographic Information Systems (GIS) dashboard for the CIP. This resource should be updated to showcase current transportation projects related to safety and all projects recommended in the CSAP. Additionally, all projects and maps provided in the CSAP should be incorporated into the CIP dashboard for convenient reference.	Public Works Director	12 months, ongoing basis
S15 - Citywide Speed Reduction Policy and Traffic Signal Timing Update	Current speed limits should be reviewed and reduced as necessary and in alignment with national best practices recommended by the FHWA, NHTSA, and NACTO, to lower driving speeds and increase safety. Streets with updated speed limits will need new posted speed limit signs. In addition to this work, the City should conduct a traffic signal retiming analysis to match intersections with reduced or target speed limits for corridors located within the HIN/HRN. Where appropriate, other safety improvements like Leading Pedestrian Intervals (LPIs) should be incorporated into signal retiming.	City Engineer	1-2 years to review; 1-2 years for analysis

Table 30. Liberty Safety Action Plan - Mid-Term Action Steps

Mid-Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
M1 - Update the Liberty Municipal Code	The City should review the Municipal Code of Ordinances and make modifications to align the Code with the Safe System Approach to incorporate transportation safety into future developments and/or redevelopment projects. This may include requiring enhanced sidewalk accessibility, reviewing parking lot and access management standards, and incorporating a transportation safety analysis into site plan reviews. Updates to the Code should also align with national best practice guidelines and with the Action Steps provided in the City of Liberty's 2023 Comprehensive Plan.	City Administrator	Begin update within 2 years; complete within 1 year
M2 - Update the Design Criteria and Technical Specifications	The City should review and update the collection of Design Criteria and Technical Specifications to align with the Safe System Approach and promote the integration of transportation safety countermeasures in projects throughout the city. Evaluate street design standards and consider updating them for consistency with national guidance, such as NACTO's sidewalk and bicycle lane guidelines.	City Engineer	6-12 months

Mid-Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
M3 - Adopt an Ordinance for Street Improvement Requirements for New Development Construction Projects	The 2023 Comprehensive Plan recommends that complete street and/or green street elements are implemented, where appropriate, with roadway improvements or new construction. In alignment with this recommendation, the City should adopt an ordinance requiring street improvements for new development projects. This ordinance should require safety enhancements whenever feasible in addition to complete street and/or green street elements. The City may consider developing a Complete Streets Design Guide that aligns with national best practices.	City Engineer	1-2 years
M4 - Initiate Mid-Term City Street Infrastructure Projects	The City should begin the process of initiating recommended mid-term safety improvements and infrastructure projects that are located on roadways under the City of Liberty's jurisdiction. If necessary, mid-term projects should be further prioritized by locations with the highest crash and severe injury risk. The City should consider this a key priority in the annual budget.	City Engineer	3-10 years; ongoing basis

Mid-Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
M5 - Continue Partnerships with MoDOT to Initiate Mid-Term State Road Infrastructure Projects	Continue developing partnerships with MoDOT and advocate for the continued initiation of recommended mid-term safety improvements and infrastructure projects on roadways under state jurisdiction. These efforts should remain on-going as projects are implemented and as new safety challenges arise.	Transportation Safety Commission	3-10 years
M6 - Prioritize Active Transportation Investments	The City should continue to prioritize the expansion of the active transportation network, fill existing sidewalk network gaps, and implement recommended active transportation projects located on the HIN, in alignment with the CSAP, Transportation Management Plan (TMP) and other citywide plans. It is recommended that a formal process be identified for prioritizing coinciding projects into the CIP. Additionally, the City should continue to prioritize the implementation of projects recommended in the Parks and Recreation Plan, such as projects that provide crossing opportunities or alternative routes to HIN/HRN roads and promote safety enhancements that benefit vulnerable roadway users.	Transportation Safety Commission	2 years; ongoing basis

Mid-Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
M7 - Increase Safer Motorcyclist Behaviors	In 2020, Missouri eliminated the state law requiring helmets for rides ages 26 years and older. Motorcyclists are overrepresented in Liberty's fatal and injury crash data and in recent years the proportion of riders not wearing helmets during these crashes has risen too. While all road users are responsible for engaging in safe behaviors, one key way motorcyclists can increase their personal safety is through helmet use. Liberty should partner with motorcycle safety organizations, advocate for the reinstatement of the previous state law, and develop a targeted plan to increase awareness of motorcyclist safety and encourage helmet use.	Assistant City Administrator / Strategic Information Officer	1-2 years; ongoing basis
M8 - Driver Education Expansion	In Liberty, teens are involved in more crashes compared to all other age groups. Liberty should explore methods to increase driver's education completion among young drivers. Such as offering the program during the Fall in addition to the Spring and Summer, or as an elective course in high school at no cost to students. Additionally, the City may explore dedicated funding opportunities to support low-income students or coordinating with Liberty Public Schools to popularize the program.	City Administrator	1-2 years; ongoing basis

Mid-Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
M9 – Mandate Driver Education Modules in City Staff Trainings	The City of Liberty should set an example among employers in the community by mandating safe driver education training modules for all City staff or any entity that works with the City. Training modules can be provided through national organizations, like Made 2 Walk, and focus on refreshing the employee on safe driving behaviors and awareness of pedestrians and bicyclists on roadways. Training may be required during new employee orientation and/or on a regular basis. The City should also encourage and/or incentivize similar programs among other employers in Liberty.	City Administrator	1-2 years; ongoing basis

Mid-Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
M10 - Continue Transportation Safety Campaign	Evaluate and update transportation safety messaging tactics periodically and as new needs or safety challenges are identified. Additional transportation safety campaigns may focus on encouraging the use of active forms of transportation and increasing the public's awareness of alternative modes of transportation, like walking, biking, or taking transit. The City may also focus on promoting safer behaviors for regional travelers and visitors. The HIN/ HRN highlight that fatal and serious injury crashes cluster along regional routes. The City may evaluate Origin-Destination trips in order to accurately target travelers who need educational information the most. A campaign like this should focus on travelers who primarily use these routes. This strategy can include rotating dynamic message signs between gateway locations where travelers typically enter the city.	Assistant City Administrator / Strategic Information Officer	1-2 years; ongoing basis

Mid-Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
M11 - Identify Crash Data Enhancement Opportunities	Current data collection and data management practices may not consistently provide the most relevant information for analyzing safety and identifying countermeasures. Supplementing crash data from Missouri's crash database with first responder and hospital data can help city staff to better understand transportation safety needs in Liberty and fill current data gaps. Pedestrian and bicycle counters should be installed in areas with high active transportation user volumes to increase the diversity of data available for future analysis. The City should also collaborate with the Liberty Police Department on strategies to improve data collection, data management, and data visualization practices.	City Engineer	6-12 months to identify enhancements; 6-12 months to deploy recommendations
M12 - Adopt a Safer Vehicle and Safer Employee Policy	The City of Liberty should adopt a policy designed to ensure that City staff practice traffic safety. The policy will commit Liberty to purchasing fleet vehicles that have achieved a Top Safety Pick or Top Safety Pick+ rating from the IIHS or the highest safety-rated vehicle available in that vehicle class. The policy should specify that all city employees must wear their seatbelts at all times and never speed, drive distracted, or drive under the influence while working. These behaviors should be grounds for immediate termination or termination after two or more violations of the policy.	City Administrator	1-2 years

Mid-Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
M13 - Create Safer Streets Downtown	In alignment with the City of Liberty 2023 Comprehensive Plan's Action Steps focused on improvement efforts downtown, the City should consider implementing Low-Speed Shared Streets or Slow Zones on corridors with high pedestrian volumes and near commercial properties located downtown to create safer, more walkable environments. This work should be completed in partnership with the Downtown Community Task Force.	City Engineer	1-2 years

Table 31. Liberty Safety Action Plan - Long-Term Action Steps

Long Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
L1 - Public Transportation Expansion	The 2023 Comprehensive Plan recommends that the City of Liberty takes an active role in planning for transit investments to enhance connections between Liberty and the greater metropolitan area. In alignment with this recommendation, the City should coordinate with MARC, Clay County, and regional transit providers to identify solutions for increasing transit access and raising awareness of existing transit services in Liberty. While transit services like the Liberty Access Bus and the IRIS Rideshare Program currently work to meet the needs of underserved groups, the expansion of transit services should be explored.	Public Works Director	Ongoing over the next 20 years
L2 - Initiate Long-Term City Street Infrastructure Projects	The City should begin the process of initiating recommended long-term safety improvements and infrastructure projects that are located on roadways under the City of Liberty's jurisdiction. If necessary, long-term projects should be further prioritized by locations with the highest crash and severe injury risk. The City should consider this a key priority in the annual budget.	Transportation Safety Commission	5-20 years

Long Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
L3 - Continue Partnerships with MoDOT to Initiate Long-Term State Road Infrastructure Projects	Continue developing partnerships with MoDOT and advocate for the continued initiation of recommended long-term infrastructure projects, including high-priority unfunded projects, on roadways under state jurisdiction. These efforts should remain on-going as projects are implemented and as new safety challenges arise.	Transportation Safety Commission	5-20 years
L4 - Evaluate Safety Potential of Street Trees	The City's comprehensive tree inventory presents an opportunity to evaluate the effectiveness of street trees for slowing traffic speeds and reducing crashes. Trees and canopies can narrow the physical and visual roadway envelope, which can affect driver speeds. Develop a report on the impacts on street trees on driver behaviors and amend the Standard Inventory Analysis and Management Plan to include strategies to leverage trees for improving roadway safety.	Public Works Director	3-5 years
L5 - Active Transportation Plan	While investments in active transportation networks should remain on-going and a top priority in Liberty, the City should consider developing an Active Transportation Plan to identify and address the needs of active transportation users and modes. Long-range visions for multimodal expansion should align with the Safe System Approach and increase safety for all users.	Public Works Director	3-5 years

Long Term Action Steps			
Action Step	**Description**	**Champion**	**Timeframe and Duration**
L6 - Access Management Plan	As long-range planning efforts continue to be realized, the City should consider developing an Access Management Plan to ensure a balance between the needs of commercial, residential, freight, and active/vulnerable roadway users. Prioritize access that preserves safe roadway space for vulnerable users while enabling other modes and roadway uses.	Public Works Director	3-5 years
L7 - Update the CSAP	The City of Liberty should regularly update the CSAP or in conjunction with each TMP update. This process will allow the City to actively track progress related to improving transportation safety and identifying safety improvement needs.	Transportation Safety Commission	3-5 years; ongoing basis

Conclusion

Using the Safe System Approach in addition to the Crash Data Analysis and engagement with the community, numerous projects, policies, and countermeasures were selected and recommended for implementation. This Detailed Safety Action Plan provides the City of Liberty with a crucial resource and first step toward realizing shared goals to improve transportation safety for all. The infrastructure projects and action steps outlined in this document will work together to reduce roadway fatalities and injuries across the city.

The City of Liberty recognizes that successfully implementing this plan will take time, additional funding, and significant collaboration across the community, various departments within the city government, and local leaders. However, only through working together can the City of Liberty begin to improve roadway safety, striving for a day when everyone can move safely through the community.