



Agenda

City Council Regular Session

Monday, September 22, 2025 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

- A. Council Member Jeff Watt

III. Roll Call

IV. Proclamations

V. Approve Minutes and Summaries

- A. Regular Session Minutes of July 14, 2025
- B. Regular Session Minutes of July 28, 2025
- C. Regular Session Minutes of August 11, 2025

VI. Meeting Schedule

VII. Consent Agenda

- A. Motion to approve the purchase of five stair chairs from Stryker in an amount not to exceed \$28,125.60
- B. Motion to approve the purchase of Curaplex One Scope Video Laryngoscopes from Bound Tree in an amount not to exceed \$8,066.12
- C. Motion to approve the purchase of a Takeuchi TL12 compact track loader for the Utilities Department from Kirby Smith Machinery, Inc. in an amount not to exceed \$99,800.00
- D. Boards and Commissions Reappointment
 - 1. Liberty Housing Authority
 - a. Reappoint Yvette Madden as the resident representative to a term expiring 7/1/2029.

VIII. Public Hearings

- A. Ordinance accepting and approving a final plat for Prairie Estate in the City of Liberty, Clay County, Missouri with a public hearing for associated variances (P&Z Case 25-48FP)
- B. Ordinance amending Chapter 30, "Unified Development Ordinance", of the Code of the City of Liberty, Clay County, Missouri (P&Z Case 25-49A)

IX. Ordinances, Contracts and Resolutions

- A. Ordinance acknowledging vendor payments for the period of August 29, 2025 to September 12, 2025

- B. Ordinance approving an agreement for service with HACH for the calibration of probes and controllers at the Wastewater Treatment Plant in an amount not to exceed \$27,000.00
- C. Ordinance approving an agreement with First Due Holdings, Inc., for a cloud-based platform for EPCR, NFIRS/NERIS, planning and prevention, inventory and training for the Fire Department in an amount not to exceed \$24,786.20
- D. Ordinance approving an agreement with Farnsworth Group, Inc. for storm shelter peer review services for the City Hall Police expansion project in an amount not to exceed \$16,000.00
- E. Ordinance approving an agreement with Smith & Boucher, Inc. for commissioning services for the City Hall Police expansion project in an amount not to exceed \$52,000.00
- F. Ordinance amending Ordinance No. 11976 approving an agreement with Hoefer Welker, LLC to authorize tenant improvement drawings for the police temporary space related to the City Hall Police expansion project (#PW-24-020)
- G. Ordinance approving an agreement with CivicPlus, LLC for the purchase and implementation of recreation management software and related hardware in an amount not to exceed \$56,586.89
- H. Ordinance amending Ordinance No. 12088 approving a contract with Tunks Construction, LLC. for the construction of City of Liberty Project (25-001) Plum Rose storm sewer repair project by increasing the contract amount by \$45,873.00 from an amount of \$180,398.94 to \$226,271.94
- I. Ordinance approving a contract for professional engineering services with AGC Engineers, Inc. for engineering services related to the Fairview Cemetery sewer improvements in an amount not to exceed \$35,555.00
- J. Ordinance approving a professional services agreement with George Butler Associates, Inc. for wall design to correct a failing suspended sidewalk at the wastewater treatment plant in an amount not exceed \$10,200.00
- K. Ordinance approving a professional engineering services contract with Veenstra & Kim, Inc. for engineering services related to roadway sewer crossings in an amount not to exceed \$53,980.00
- L. Ordinance approving a contract with Blue Valley Public Safety for the purchase and installation of a new storm siren digital encoder to be installed in dispatch at the Co-Located Emergency Communication Center Gladstone in an amount not to exceed \$7,132.00
- M. Ordinance approving a one-month contract for GEST Missouri Holdings, LLC for a community transportation service PILOT program within the City of Liberty, Missouri effective October 1, 2025 through October 30, 2025 in an amount not to exceed \$14,000.00
- N. Resolution of the City of Liberty, Clay County, Missouri amending the Animal Shelter Fee Schedule

- O. Resolutions to purchase land from the Missouri Department of Conservation including Rush Creek and Walnut Woods in an amount not to exceed \$20.00
- P. Resolution accepting City of Liberty Project (25-008) 2025 Street Maintenance - Pressure Pave with Donelson Construction Co, LLC
- X. Other Business**
- XI. Citizens' Participation**
- XII. Miscellaneous Matters from City Administrator**
- XIII. Miscellaneous Matters from Mayor and City Council**
- XIV. Adjournment**

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



City Council Meeting

Regular Session Minutes

July 14, 2025

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

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

Council Members Absent: Shelton Ponder, Ward I
Adam Travis, Ward II

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

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

IV. PROCLAMATIONS

V. APPROVE MINUTES AND SUMMARIES

A. Regular Session Minutes of May 12, 2025

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

B. Special Regular Session Minutes of May 19, 2025

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

C. Special Regular Session Minutes of June 2, 2025

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

D. Regular Session Minutes of June 23, 2025

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

VI. PRESENTATION

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

Communities for All Ages is a regional, age-friendly city initiative that provides tools to help local governments recognize their role in supporting older residents.

The Age-friendly City Framework is a structured three-level process to guide cities through their age-inclusive work. The framework challenges cities to think through their policies, programs and built environment through the lens of age.

VII. MEETING SCHEDULE

VIII. CONSENT AGENDA

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

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

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

B. Regular Split Session Minutes of April 28, 2025

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

IX. PUBLIC HEARINGS

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

The original development was approved in December 2011 for a 449,000 sq. ft. facility for a total of \$260M on 305 acres of land. Ford expanded again in 2018 with a 40,000 sq.-ft. expansion totaling \$5.83M and another expansion in 2018 with the addition of 50,000 sq. ft. for an additional stamping area, 25,000 sq. ft. for metal repair and a 280,000 sq. ft. area for materials planning and logistics area.

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

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

Document No. 9961 was read.

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

Vote: Motion passed unanimously.

Roll Call

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12124.

X. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance acknowledging vendor payments for the period of June 13, 2025 to July 4, 2025

Document No. 9962 was read.

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

Roll Call

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12125.

B. Ordinance approving an artwork commission and purchase agreement with KC Murals, LLC for a mural on the retaining wall on Frontage Road near the intersection of Kansas Street and Forrest Avenue in an amount not to exceed \$10,000.00

Members from both the Liberty Tourism Committee and Liberty Arts Commission came together to create a mural subcommittee to evaluate artists and locations for a mural funded by the Transient Guest Tax. The final selected location is the retaining wall facing Frontage Road in front of Crowley Furniture near the intersection of Kansas Street and Forrest Avenue.

The mural committee reviewed more than 200 applications from artists across the country and narrowed the field down to five artists to submit a paid draft design. One of the artists dropped out of consideration and four presented their design concepts in March. Katie Lee of KC Murals, LLC was selected. She is a Liberty native with an extensive portfolio and has painted murals all around Kansas City.

The artist contract is for \$10,000.00 and the final design was provided to Council for approval.

The artist will provide a print-ready file that will be printed on vinyl and applied to metal panels, which will then be applied to the wall. The contract for installation to be completed by The Local Print Shop is a separate action to be considered by City Council.

The retaining wall is on the City's right of way. Staff have communicated with the property management company, Maxus Properties, as well as a few of the business owners in the adjacent shopping center, providing updates throughout the process.

Document No. 9963 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12126.

- C. Ordinance approving a mural installation agreement with Posterworx, Inc. dba The Local Print Shop KC for the mural printing and installation on the retaining wall on Frontage Road near the intersection of Kansas Street and Forrest Avenue in an amount not to exceed \$37,470.00

Members from both the Liberty Tourism Committee and Liberty Arts Commission came together to create a mural subcommittee to evaluate artists, locations and installation methods for a mural funded by the Transient Guest Tax. The final selected location is the retaining wall facing Frontage Road in front of Crowley Furniture near the intersection of Kansas Street and Forrest Avenue.

The mural committee discussed a variety of installation methods for the mural, from traditional painted murals to vinyl applied directly to the wall to vinyl applied to metal panels. The Call for Artists concluded that the mural would be printed on vinyl and, after consulting with numerous installation vendors, the direct-to-wall application method was ruled out. Multiple vendors recommended applying the vinyl to metal panels that would be hung on the wall, and two submitted quotes.

The mural committee selected The Local Print Shop contract for \$37,470.00, which includes cutting down the stock panels to fit the exact shape of the wall, printing and installation. The Local Print Shop will also work directly with the artist to consult on the design layout of the multiple panels.

The retaining wall is on the City's right of way. Staff have communicated with the property management company, Maxus Properties, as well as a few of the business owners in the adjacent shopping center, providing updates throughout the process.

Document No. 9964 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12127.

- D. Ordinance approving a thirty-month lease agreement for the temporary Police Department Headquarters with Robertson Properties, Inc. in an amount not to exceed \$370,800.00

During the remodel and expansion of the Police Department facility, the department will need to relocate to a temporary site that meets both its security and space requirements. After evaluating several options, the Police Department and City Staff identified a location that best meets these needs at 1908 Plumbers Way, currently occupied by a church. The church's lease expires on September 30, 2025, and the Police Department would take possession of the building on October 1, 2025.

The lease agreement is for two years, with an option to extend for an additional six months if necessary, due to unforeseen delays in the construction of the expanded Police Department facility. Some interior modifications will be required to ensure the space meets the department's operational and security needs.

The lease cost is \$11,250.00 per month for the first 12 months and \$11,700.00 per month for the second 12 months. If the six-month extension is exercised, the cost for those additional months would be \$12,150.00 per month. The total potential cost of a 30-month lease would be \$348,300.00.

In addition to rent, the city will be responsible for paying common area costs, which include real estate taxes and building insurance for the duration of the lease. Because the city is leasing and not owning the property, it must cover real estate taxes on its leased portion. The city has confirmed that its current insurance policy will extend to the leased space. The estimated total cost of the common area costs for up to 30 months is approximately \$22,500.00.

The total potential cost of this lease, including if the six-month extension occurs and the common area costs, could cost up to \$370,800.00.

Document No. 9965 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12128.

- E. Ordinance amending Ordinance No. 12109 approving a change order with The Havens Construction Co., Inc. for the City of Liberty Project 25-011 N. Church Rd. & Camille St. storm sewer repair project increasing the current contract by \$94,425.00 from \$98,475.00 to \$192,900.00

The City of Liberty Project 25-011 N. Church Rd. & Camille St. storm sewer repair project was awarded to The Havens Construction Co., Inc. for the amount of \$98,475.00 on May 19, 2025 by Ordinance No. 12109.

The project involved the removal and replacement of a failing 54" corrugated metal storm sewer pipe which runs under N. Church Rd. just north of the intersection of Camille St.

Since the execution of the contract, Havens has been conducting utility coordination and site investigations. During that time, Havens identified that the 36" corrugated metal pipe just outside the roadway and crossing Camille St., while not actively collapsing, was in poor enough condition to warrant a conversation about replacement. Staff concurred with Havens that the pipes are in poor enough condition to warrant removal while the intersection is closed down and work is being done along N. Church.

The increase in the scope of work based on estimated quantities requires an increase in the contracted amount of \$94,425.00. This amendment is required to formally incorporate the negotiated line items of work which were not in the original contract. While this council action formally amends the contract, it should be noted that the City Staff has authorized Havens to commence work on both the original scope of work and the proposed scope of work beginning July 7, 2025. This authorization was done in order to ensure Havens remains within the contract-stipulated timeline which was established to minimize the impact on Liberty North High School.

Staff recommends approval of an Ordinance amending Ordinance No. 12109, establishing a contract with The Havens Construction Co., Inc. for the City of Liberty Project 25-011 N. Church Rd. & Camille St. Storm Sewer Repair Project increasing the current contract from \$98,475.00 from \$94,425.00 to \$192,900.00.

Document No. 9966 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12129.

- F. Ordinance approving a contract with McConnell and Associates Corp. for the construction of sidewalk improvements for Mississippi Street from Fairview Avenue to Maple Street Project No. 21-025 in an amount of \$121,315.50 with authorization for a spending amount not to exceed \$136,315.50

The City of Liberty began the design of sidewalk improvements along Mississippi Street in 2022 within City Project 21-025. The project as designed will provide an ADA compliant sidewalk along the north side of Mississippi Street from Fairview Avenue to Maple Street.

The City publicly advertised the project on May 16, 2025, and received bids on June 12, 2025. The city estimate was \$111,850.00. There were two bids as follows:

- Inco USA LLC. - \$142,926.92
- McConnell and Associates Corp. - \$121,315.50

This report and subsequent Ordinance recommend approval of a contract with McConnell and Associates Corp. in the amount of \$121,315.50 with additional funding authorization of \$15,000.00 for a total requested authorization amount of \$136,315.50. The amount requested for approval includes both the contract amount of \$121,315.50 and the addition of an approximate 13% contingency (\$15,000.00). Contingency is requested for the following reasons:

- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in the total bid price.
- It allows quick action in the event of emergency issues that may develop over the length of the contract.

The Citizens Sales Tax Oversight Committee approved this project at the June 2024 meeting.

Staff recommends approval of a contract with McConnell and Associates Corp. for the construction of sidewalk improvements for Mississippi Street from Fairview Avenue to Maple Street City Project No. 21-025 for an amount of \$121,315.50 with additional funding authorization of \$15,000.00 for a total requested authorization amount of \$136,315.50.

Document No. 9967 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12130.

G. Ordinance accepting permanent public easements for the sidewalk improvements for Mississippi Street from Fairview Avenue to Maple Street City Project No. 21-025

To facilitate the sidewalk improvements for Mississippi Street from Fairview Avenue to Maple Street City Project No. 21-025, a permanent sidewalk easement was acquired from one property owner at a select location where there were no feasible design alternatives.

The following permanent easement was acquired at a negotiated cost to the City of Liberty:

- James B. Stevenson and Barbara Stevenson – SWE - \$1,000.00
- SWE = Permanent Sidewalk Easement

This public easement has been executed and requires formal acceptance by the City Council. Staff recommends acceptance of a public easement.

Document No. 9968 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12131.

H. Ordinance approving a contract with Heartland Traffic Services, Inc. for the City of Liberty 2025 Pavement Marking Project (25-015) in an amount of

\$219,723.55 with authorization for a spending amount not to exceed \$241,723.55

City staff advertised a bid for striping services (pavement marking) on June 12, 2025, and received bids on July 2, 2025. There was one bid received from Heartland Traffic Services, Inc. for \$219,723.55.

The project will provide marking improvements to locations with faded street markings. Heartland Traffic Services is a known provider of pavement markings within the Kansas City Metro Area. Previous premiere marking companies within the area were Twin Traffic Marking, K&G Striping and Traffic Zone Services and they have all been consolidated under Heartland Traffic Services. Heartland Traffic Services performed the 2022, 2023 and 2024 striping projects and has served as the subcontractor for striping associated with the 2022, 2023 and ongoing 2025 overlay projects.

The roadways that have been identified for this project are as follows:

Street	From	To
Kansas St. (North Side i.e. West Bound)	MO-291	Western City Limits
Birmingham Rd.	Holt Dr.	South Liberty Parkway
Ruth Ewing Dr.	BirminghamMO-291 Rd.	
S. Stewart Rd.	Southern City Limits	Conistor St.
Conistor St.	Victory Dr.	Star Dr.
Blue Jay Dr.	Victory Dr.	Star Dr.
Forest Ave.	Crossroads W.	Kansas St.
Frontage Rd.	Kansas St.	Private Drive
Intersection of B&H Hwy	-	-
Downtown Liberty	-	-
Cross Walks		
N. Church Rd.	Southern City Limits	Oakwood Ln.

The products proposed for usage consist of water-based paint, methyl methacrylate (MMA), thermoplastic (thermo), depending on site location and usage.

This Ordinance is for approval of a contract with Heartland Traffic Services, Inc. for an amount of \$219,723.55 with additional funding authorization of \$22,000.00 for a total requested authorization amount of \$241,723.55. The amount requested for approval includes both the contract amount of \$219,723.55 and the addition of an approximate 10% contingency (\$22,000.00). Contingency is requested for the following reasons:

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

- It allows quick action in the event of emergency issues that may develop over the length of the contract.

The Citizens Sales Tax Oversight Committee approved this project at the June 2025 meeting. Staff recommends approval of a contract with Heartland Traffic Services, Inc. for the City of Liberty 2025 Pavement Marking City Project (25-015) in an amount of \$219,723.55 with additional funding authorization of \$22,000.00 for a total requested authorization amount of \$241,723.55.

Document No. 9969 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12132.

- I. Ordinance approving an CMAQ funding agreement between the City of Liberty, Missouri and the Missouri Highways and Transportation Commission to provide funding assistance for the construction of the S. Liberty Parkway Traffic Signal Interconnect Federal Aid Project CMAQ-3392(409)

The South Liberty Parkway is a major corridor within the City of Liberty. It is currently signalized at the intersections of:

- S. Withers Rd.
- Hughes Rd.
- N. Flintlock Rd.
- Swan Ave
- and planned to be signalized at Plummer Rd.

The signals at each of the existing intersections act independently and do not coordinate with one another.

The City has been awarded \$640,000.00 for the construction of a project that would provide signal upgrades and fiber optic connectivity to the signalized intersections along the South Liberty Parkway Corridor. The grant funds, which have been awarded, will be available as reimbursement for construction costs and require coordination and an agreement with the Missouri Department of Transportation (MoDOT). The awarded grant provides up to \$640,000.00. MoDOT requires an ordinance from the Local Public Agency (LPA) authorizing the City to enter into a funding agreement.

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

Future City Council actions will be required for the following:

- to award a design contract for the improvements;
- to obligate funding for the acquisition of ROW with a final dollar amount being determined after MoDOT ROW acquisition and negotiation authorization has been granted; and
- to award a construction contract.

Staff recommends approval of an ordinance authorizing the Mayor of the City of Liberty, Missouri to execute a CMAQ Agreement with the Missouri Highways and Transportation Commission allowing for funding assistance, not to exceed \$640,000.00, for the construction of signal upgrades and installation of fiber optic connectivity to consecutive intersections along the S. Liberty Parkway Federal Aid Project CMAQ-3392(409).

Document No. 9970 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 6-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12133.

XI. OTHER BUSINESS

XII. CITIZENS' PARTICIPATION

Bill Street – 509 N. Clayview Drive, Mr. Street wanted to inform the City Council of the unsafe conditions on Clayview Drive due to excessive speeding. Mr. Street would like to see the City implement measures to provide a safer community.

Daniel Tajchman – 1028 Broadmore Lane, Mr. Tajchman would like to recommend adding benches or workout stations along S. Liberty Parkway. Mr. Tajchman enjoys seeing the continued use of City sidewalks and upgrades.

XIII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIV. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XV. ADJOURNMENT

The meeting adjourned at 7:48 p.m.

Attest:

Mayor

Deputy City Clerk

City Council Meeting

Regular Session Minutes

July 28, 2025

I. CALL TO ORDER

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

Council Members Present: Harold Phillips Ward I
Kelley Wrenn Pozel and Adam Travis, Ward II
Jeff Watt, Ward III
Gene Gentrup Ward IV

Council Members Absent: Shelton Ponder, Ward I
Kevin Graham, Ward III
Michael Hagan, Ward IV

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

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

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

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)

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.

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

Patrick Reuter who is with Klover Architects, 8813 Penrose Lane, #400, Lenexa, KS 66219 informed the City Council of changes to the building. Mr. Reuter said the original building budget came in a lot higher than expected and in speaking with contractors in the area, it is due to the underground parking garage piece of this project. Mr. Reuter said that in order to remove the underground parking garage, they wanted to be mindful of parking so they went ahead and reduced the number of apartments to nine units and they changed the rear configuration of this project to obtain a few private parking stalls for those nine units. Mr. Reuter also informed the City Council that the southern façade on Kansas Street that they didn't want to leave as a large retaining wall, will now be used for commercial space.

Ron Cowger with AGC Engineers, 405 S. Leonard Street, Liberty, MO informed the City Council that dumpster access will be on Missouri Street so the trash truck isn't accessing the dumpster through the alley.

Christy and Tim Hammond, 19 N Water Street, Liberty, MO would like to know if the breeze way will still be accessible from the south side from the Burnett Building to the new apartment buildings? Mrs. Hammond wants to make sure there is no damage to their building during the demolition of the G.M. Peters Building which butts directly up to their building. Mr. and Mrs. Hammond would like to be made aware of the demolition plan.

Matthew Iway with Star Development, 244 W. Mill Street, Liberty, MO, informed the City Council that he has spoken with City staff on the best approach for the demolition of the G.M. Peters Building without affecting the Burnett building too much. Mr. Iway

stated they are working with special engineers for vibration monitoring and to create a plan on the best way to approach the demolition. Mr. Iway stated there is no timeline established right now for the demolition as they are still in the process of working with those special engineers.

Jim Drew who works with Mark Mathis, stated they own six different buildings on the square and they are currently working on the Jesse James Bank Building that has some base stones under it that Mr. Drew wants to know if it could possibly be used at the new apartment building?

Mr. Reuter with Klover Architects informed the City Council that they have not evaluated reusing any stone from the site. Mr. Reuter stated they aren't against reusing of the stones but it's not in the plan of what they are intending to do.

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

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

Vote: Motion passed 5-0-0

Yes: Council Members Phillips, Pozel, Travis, Watt and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3472.

- 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)

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.

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. 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.

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).

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

Patrick Reuter who is with Klover Architects, 8813 Penrose Lane, #400, Lenexa, KS 66219 informed the City Council they are making this request because the current Ordinance is more directed for blade signs which go under canopies not necessarily for larger signs placed on the top of buildings. Mr. Reuter stated this sign will be used as their main identification sign for the building and they will not be proposing any other kind of wall signage. Mr. Reuter indicated this particular sign goes better with the historical design versus a big chain of letters mounted to the top of the building.

Matthew Iway with Star Development, 244 W. Mill Street, Liberty, MO, informed the City Council they hope to break ground on this project in the spring of 2026 assuming everything lines up well like the financials, purchasing all of the material and lining up the contractors. Mr. Iway stated things may happen between now and then but that is just a blank commitment.

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

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

Vote: Motion passed 5-0-0
Yes: Council Members Phillips, Pozel, Travis, Watt and Gentrup
No: None
Abstain: None
Inscribed in Resolution No. 3473.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

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

Document No. 9971 was read.

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

Roll Call
Vote: Motion passed 5-0-0
Yes: Council Members Phillips, Pozel, Travis, Watt and Gentrup
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12134.

- 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)

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.

Document No. 9972 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 5-0-0

Yes: Council Members Phillips, Pozel, Travis, Watt and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12135.

- 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)

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

The site is proposed north of Heartland Drive, and south of US 69 Hwy. There is one proposed entrance to the site from 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.

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

Vote: Motion passed 5-0-0

Yes: Council Members Phillips, Pozel, Travis, Watt and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3474.

- 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

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 preconstruction 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	%

Document No. 9973 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 5-0-0

Yes: Council Members Phillips, Pozel, Travis, Watt and Gentrup

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12136.

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

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.

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

Vote: Motion passed 5-0-0

Yes: Council Members Phillips, Pozel, Travis, Watt and Gentrup

No: None

Abstain: None

Inscribed in Resolution No. 3475.

X. OTHER BUSINESS

XI. CITIZENS' PARTICIPATION

XII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIV. ADJOURNMENT

The meeting adjourned at 7:16 p.m.

Mayor

Attest:

Deputy City Clerk

City Council Meeting

Regular Session Minutes

August 11, 2025

I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on August 11, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

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

Council Members Absent: Shelton Ponder, Ward I

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

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

IV. PROCLAMATIONS

V. APPROVE MINUTES AND SUMMARIES

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. Resolution approving a temporary event liquor license for Historic Downtown Liberty, Inc. (HDLI) for the Old High School Reunion event on September 20, 2025

Historic Downtown Liberty, Inc. (HDLI) has applied for a temporary liquor license to serve alcohol at the Old High School Reunion to be held on September 20, 2025, from 4 p.m. to 10 p.m., on the square. Because the public will have access to the event, State statute and City ordinance require a license. The necessary certificate of liability insurance and authorization letter have been provided by the applicant. The application and necessary certificate of liability insurance have been reviewed by the appropriate staff and approval is recommended.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3476.

B. Resolution approving a temporary event liquor license for the St. James Catholic School annual fundraiser event at St. James Church, 309 S. Stewart Road, Liberty, MO on October 25, 2025

St. James Catholic School has applied for a temporary liquor license to serve alcohol at the annual fundraiser to be held on October 25, 2025, from 6 p.m. to 11 p.m., at St. James Church. Because the public will have access to the event, State statute and City ordinance require a license. The necessary certificate of liability insurance and authorization letter have been provided by the applicant. The application and necessary certificate of liability insurance have been reviewed by the appropriate staff and approval is recommended. al or charitable club or organization to sell or serve alcohol, upon approval of the license by the City Council.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3477.

VIII. PUBLIC HEARINGS

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

- A. Ordinance acknowledging vendor payments for the period of July 18, 2025 to August 1, 2025

Document No. 9974 was read.

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

Roll Call

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12137.

- B. Ordinance approving an agreement for the purchase of Decision Blue software for process changes and chemical adjustments at the water treatment plant from Fontus Blue in an amount not to exceed \$20,000.00

The Utilities Department is committed to doing their jobs as efficiently and as effectively as possible. The purpose of purchasing this software is to give staff a proven tool to help them perform their everyday functions better. Chemical costs have been increasing more and more every year. The cost of purchasing lime has increased more than 60% over the last five years and that trend is most likely to continue. Having a software tool to use in-house, along with support from water experts provided by Fontus Blue, we can optimize our process and hopefully reduce cost while, at the same time, producing a better quality of water.

The software has a virtual jar tester. Jar tests are widely used in water treatment plants to find the optimum chemical dose. This is traditionally done by evaluating five different potential doses in jars and doing tests to compare the results. Being able to set this up virtually means you can run multiple tests in the time it would take you to do one normally. The software also graphs your results and records your historical data so that it can use that data to forecast future dosing needs and water quality changes so that the operator can use that information to make a more informed decision on how to operate the water treatment plant.

This contract is for one year. Staff will evaluate the value of the software to determine if continued use of the software is beneficial.

Document No. 9975 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12138.

- C. Ordinance amending Ordinance No. 12083 approving a change order with Black & McDonald, LLC by increasing the contract amount by \$28,916.90 from an amount of \$45,562.40 to \$74,479.30 for traffic signal upgrades at South Wales Street and South Withers Drive

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

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

Black & McDonald is the firm contracted by the City for traffic signal repair and preventive maintenance inspection of traffic signals. City staff previously requested quotes from the contractor for upgrading aged equipment at two signalized intersections: South Wales Street at South Withers Road, and South Wales Street at Liberty Drive. Much of the existing controller and detection equipment is original from when the traffic signals were constructed over 20 years ago. City Council approved a \$45,562.40 contract with Black & McDonald on April 14, 2025, for traffic signal upgrades at one of the two intersections (South Wales and South Withers), to repair and upgrade the outdated detection system.

Since then, the traffic signal at the second signal, South Wales and Liberty Drive, has recently experienced more frequent detection equipment malfunctions. The existing radar detection system is several generations old and parts are no longer available to make repairs. Black & McDonald provided a price quote of \$28,916.90 to make the necessary upgrades. This work will be performed under a change order to the original repair contract.

Original Contract (S. Wales and Withers Intersection): \$45,562.40

Change Order No. 1 (S. Wales and Liberty Drive): \$28,916.90

Total Revised Contract Amount: \$74,479.30

City staff recommends approving an ordinance amending Ordinance No. 12083 approving a change order with Black & McDonald, LLC for traffic signal upgrades at South Wales and South Withers Drive, increasing the contract amount by \$28,916.90 from \$45,562.40 to \$74,479.30.

Document No. 9976 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12139.

- D. Ordinance amending Ordinance No. 11149 with Public Consulting Group, Inc. and the City of Liberty for 2019 GEMT consulting services to expand the scope of services to include the MCO program in an amount not to exceed \$18,000.00

The Ground Emergency Medical Transportation (GEMT) program is a voluntary program that allows for reimbursement of uncompensated costs to providers that provide qualifying emergency ambulance services to MO Healthnet participants. Providers must agree to fund the non-federal share of GEMT using an intergovernmental transfer (IGT) payment.

PCG is the nation's leader in providing ground emergency medical transport (GEMT) and Medicare cost reporting services. They have generated more than \$600 million for public EMS providers across the country through Medicaid cost recovery programs.

In 2019, an ordinance was passed approving a contract between the City of Liberty and Public Consulting Group for GEMT consulting services. Since 2019, PCG has assisted the City of Liberty in collecting \$1.3M in GEMT revenue. PCG has estimated an additional \$200k may be available for reimbursement per year from the GEMT Managed Care Organization program. The amended contract will begin with reviewing the July 1, 2024 – June 30, 2025, cost reporting cycle, and run for three full reporting cycles. The amended contract will automatically renew each year, up to three years, unless terminated. The total cost of this service is a percentage of the federal share of revenue identified. Currently, the percentage charged for the GEMT portion is 12%. This addition will expand their scope to include the additional MCO program for an additional 9% of an estimated \$200k per year and will be paid for out of the GEMT funds.

Document No. 9977 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12140.

- E. Ordinance approving a contract for service with JCI Industries, Inc. for the installation of Kubota membranes for MBT 2 in an amount not to exceed \$700,000.00

As part of the wastewater treatment process, there is a strong financial incentive to minimize the number of bio-solids that must be disposed of in accordance with the Environmental Protection Agency (EPA) and Missouri Department of Natural Resources (MoDNR) regulations. Aerobic digestion is a process that is utilized at the wastewater treatment plant that converts waste sludge to bio-solids. Aerobic digestion seeks to minimize the cost of disposal of bio-solids by reducing the mass of bio-solids and ensuring the bio-solids meet EPA and MoDNR requirements. The digestion process requires the removal of excess water from the sludge, which is accomplished by filtering water from the sludge using membranes and is called membrane thickening (MBTs).

The wastewater treatment plant has two MBTs. The membrane in MBT 2 has experienced several failures. The demonstrated life expectancy of the current technology employed in MBT 2 is six to nine months before experiencing failure/breakage. When a rebuild or repairs are needed, there is a lengthy process for procuring the equipment and contractors necessary to complete the task and roughly \$7,000 per site visit for repair. Excessive downtime, costly equipment, and labor expense for installation are major reasons to minimize rebuilds or repairs. When MBTs are down due to needing rebuild/repair there is a significant increase in operating costs due to electrical consumption, polymer consumption and wear on the expensive centrifuge.

Staff have researched alternative materials and technologies that could be employed in MBT 2 that would result in lower life cycle costs and fewer treatment process disruptions. Staff reviewed membrane materials available from Ovivo, Microdyne and Kubota. Staff believe that installing membranes manufactured by Kubota will result in the lowest life cycle cost due to the extended life expectancy of the membranes as experienced by the recent installation on MBT1. Liberty staff communicated with operational staff of other wastewater plants that utilize Kubota membranes. Many Kubota MBTs have experienced 15 years of useful life and some are still performing after 20 years of service. In addition to a long service life, the membranes are simple

to operate and maintain and have extensive local support and a good reputation among wastewater treatment professionals. Installation of the Kubota membranes does not require major modifications to the existing equipment and does not require any modification to the treatment process.

Document No. 9978 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12141.

- F. Ordinance amending Ordinance No. 11951, approving a contract with the Mid-America Regional Council pertaining to senior services, by approving amendment #3, increasing the set maximum reimbursement rates from a period of July 1, 2024 through June 30, 2026

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

MARC funding is based on actual service units delivered (rides taken, meals delivered) and cannot exceed maximum reimbursement amounts.

The table below outlines the maximum reimbursement amounts described in the original contract and subsequent amendments and the maximum reimbursement amounts to be reimbursed as proposed in Amendment No. 3.

Service	Original Contract	Amendment #1	Amendment #2	Amendment #3
Transportation services to and from the center, unit rate \$2.89/one-way trip	\$15,000	\$15,000	\$15,000	\$15,000
Delivery of home-	\$22,000	\$22,000	\$22,000	Removed

delivered meals, unit rate \$2.00				
Home-delivered meals administration of a volunteer system, unit rate \$5.75	\$63,250	\$63,250	\$63,250	\$35,000
Evidence-based DPHP programs	\$10,000	\$10,000	\$20,000	\$20,000
Home-delivered meals reassessments	\$0	\$0	\$0	\$0
Administration of senior center	\$33,000	\$66,473.53	\$66,473.53	\$33,000
Total value of contract	\$143,250	\$176,723.53	\$186,723.53	\$103,000

Document No. 9979 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12142.

- G. Ordinance amending Ordinance No. 11952, approving a contract with the Mid-America Regional Council pertaining to certain senior transportation services, by approving Amendment No. 1, setting the maximum reimbursement rates from a period of July 1, 2024, through June 30, 2026

Annually, the Mid-America Regional Council (MARC) awards a transportation contract outlining expectations and funding for certain transportation services for senior residents within the City of Liberty. The City of Liberty additionally receives various grants through MARC. Some also include grant funding for other types of transportation services. This contract specifically funds transportation services for riders to community destinations that may include doctor visits, grocery stores or the pharmacy.

This contract does not include transportation services for trips to the Silver Center. Those trips are tracked and reimbursed at a differing rate on a separate contract with MARC.

The table below summarizes the funding offered to the City of Liberty for the State FY 2024-2025 and for the State FY 2025-2026 as outlined in this amendment:

Service	Original Contract	Amendment #1
Transportation @ \$5.48/One Way - Community Destinations	\$59,287	\$35,000
Total value of contract	\$59,287	\$35,000

Document No. 9980 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12143.

H. Ordinance approving a collective bargaining agreement between the City of Liberty, Missouri and Local No. 3808 International Association of Firefighters

This is the first Collective Bargaining Agreement (CBA) between the City and IAFF 3808. Both City Staff and IAFF 3808 began negotiations for the new contract at the request of IAFF 3808 this year. Most language within the tentative CBA is standard language and aligns within our current City policies. Many items such as departmental procedures, methods and standards were agreed upon easily and will be monitored. Many current practices were not changed.

Items that have a financial impact to the City were negotiated in detail and many items were prioritized for continuing discussions as the City's financial status changes.

The tentative CBA agreement requires a two-year commitment to stated language and policies within the document.

Document No. 9981 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12144.

I. Ordinance amending Chapter 22, 'Offenses - Miscellaneous' of the Code of the City of Liberty, Clay County, Missouri

This code amendment seeks to prohibit individuals from sitting, lying, sleeping, storing, using, maintaining, or placing personal property on a street, sidewalk or other public right-of-way in a manner that interferes with access or interferes with the use of public property or right-of-way for any activity for which the City has issued a permit. This amendment would provide clarity and enforcement authority to address behaviors or activities that block sidewalks, streets, alleys or other public property and which pose a hazard or nuisance to the public. This ordinance would apply to all public right-of-way and public property located within the City Limits of Liberty, Missouri, including but not limited to sidewalks, public streets and alleys, City Parks and building entrances/exits and walkways maintained for public use. This amendment is intended to regulate conduct that unreasonably interferes with public use, including obstruction that blocks pedestrian access, traffic flow or entry to public buildings.

Document No. 9982 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12145.

- J. Ordinance approving an agreement with Central Jackson County Fire Protection District to provide continuing education units for the City's Emergency Medical Technician-Paramedics and Emergency Medical Technician-Basics in an amount not to exceed \$12,000.00

The Fire Department has outsourced its continuing education program since 2011 to Central Jackson County Fire Protection District. Central Jackson County Fire Protection District has provided fire department personnel with a consistent training program that assists them in obtaining needed continuing education units to renew their license as an EMT-Basic or EMT-Paramedic with the State of Missouri.

The Fire Department is not aware of any other on-site providers of CEUs. Central Jackson County Fire Protection District has agreed to continue this service for the next three years, including two, one-year renewals. As with the last agreement, there is an authorized annual cost increase of no greater than five percent. Central Jackson County Fire Protection District during the previous agreement never requested the increased rate, maintaining the expense at \$12,000.00 annually.

Central Jackson County Fire Protection District is state-licensed to provide the training, but also nationally licensed, which assists our personnel in obtaining the most recent and up-to-date information that is available. Central Jackson County Fire Protection District will continue to conduct three, three-hour sessions of core required CEUs each month, at our location for the term of the agreement.

Document No. 9983 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12146.

- K. Ordinance approving an agreement with Life Scan to provide annual Fire Department physicals in an amount not to exceed \$28,620.00

The Fire Department is continuously looking for opportunities to improve the health and wellness of its members; and this year the department, with labor management, are continuing the rotation of department physicals required by the standards set forth in the current Collective Bargaining Agreement.

Section 2 - "Physical Examinations" "A health and wellness committee comprised of members from both the Employer and Union shall be established to determine local

standards for firefighter wellness, mandatory physicals and fitness standards in accordance with NFPA 1582, 1583 and the IAFF/IAFC Joint Labor Management wellness/fitness initiative.”

The Fire Department continues to review multiple physicals each year from different vendors and, after thorough review, the department still finds that Life Scan provides the most comprehensive physical, the most in-depth blood and cancer screenings as well as the required NFPA 1582 physical. Life Scan allows the department to meet the intent of the collective bargaining agreement and provides the members of the department with the most comprehensive look at their overall health and wellness along with providing recommendations for improvements to their health.

This year, according to the standards set forth in the CBA, members that are 18–30 years old and those that are 41 years and older will be scheduled for the physical, which is 36 members, at a cost of \$795.00 per physical.

Document No. 9984 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12147.

- L. Ordinance of the City of Liberty, Missouri adopting a procedure for considering redevelopment plans and tax abatement or exemption pursuant to Chapter 353 of the revised statutes of Missouri

The Chapter 353 program was active from 2015 until its expiration in 2024. In 2025, staff initiated the deactivation process for the Chapter 353 Redevelopment Area, which included the completion of a blight study finalized in April 2025. Staff have been collaborating with Gilmore Bell to develop the necessary legal documentation to renew the program.

Chapter 353 of the Revised Statutes of Missouri, also known as The Urban Redevelopment Corporations Law, empowers the City to approve redevelopment plans through ordinance. These plans facilitate the redevelopment of blighted areas within the City and permit the granting of tax abatements and exemptions to incentivize such redevelopment. It is important to note that any tax abatement or exemption authorized by the City Council under Chapter 353 will not become effective until the City Council conducts a public hearing to consider the proposed redevelopment plan and associated tax abatement or exemption.

The Liberty Municipal Redevelopment Corporation (LMRC) serves as a recommendation board. The LMRC reviews and approves residential projects that do not require presentation to the City Council. Commercial projects are also reviewed and voted on by the LMRC, with a recommendation then forwarded to the City Council. Following approval by the LMRC, projects are publicly noticed for ten days before the City Council meeting, at which point the redevelopment project is voted upon.

Document No. 9985 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12148.

- M. Ordinance amending Ordinance No. 12095 approving a change order with Inco USA, LLC for the City of Liberty Project 25-002 2025 concrete flatwork replacement project, increasing the contract amount by \$9,476.98 from an amount of \$186,085.26 to \$195,562.24

The 2025 concrete flatwork replacement project for the amount of \$186,085.26 was awarded to Inco USA, LLC, on April 28, 2025 (Ordinance No. 12095). The project involved the following concrete flatwork and included 46 ADA ramps, over 4,200 square feet of sidewalk and more than 400 linear feet of curb and gutter:

- Immediately adjacent to the selected streets being restored as part of the 2025 Street Maintenance Pavement Restoration Project;
- Adjacent to or serving Liberty Public Schools; and
- Along the West side of Main St. from Mississippi St. to 502 N. Water St.

This action increases the contract amount by \$9,476.98 from \$186,085.26 to \$195,562.24. This amendment is required to reconcile all line item costs from estimated quantities to final installed quantities.

Document No. 9986 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12149.

N. Resolution accepting the 2025 concrete flatwork replacement project with Inco USA, LLC

The 2025 concrete flatwork replacement project for the amount of \$186,085.26 was awarded to Inco USA, LLC, on April 28, 2025 (Ordinance No. 12095).

The project involved concrete flatwork at the following locations:

- Immediately adjacent to the selected streets being restored as part of the 2025 street maintenance pavement restoration project;
- Adjacent to or serving Liberty Public Schools; and
- Along the West side of Main St. from Mississippi St. to 502 N. Water St.

All contract work has been completed by Inco USA, LLC in accordance with City standards, specifications and contract requirements. This action accepts the 2025 concrete flatwork replacement project, thus allowing release of retainage which has been held per the project contract.

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

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3478.

X. OTHER BUSINESS

XI. CITIZENS' PARTICIPATION – None.

XII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIV. ADJOURNMENT

The meeting adjourned at 7:16 p.m.

Attest:

Mayor

Deputy City Clerk



**CITY COUNCIL
ACTION REPORT**

Meeting Date: September 22, 2025

A/R No.: 2025-291

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Motion to approve the purchase of five stair chairs from Stryker in an amount not to exceed \$28,125.60

Summary:

The Fire Department established an equipment replacement schedule in 2010. One of the items is the EMS stair chair. This chair is used to safely carry non-ambulatory patients up or down flights of stairs and assist in moving them through narrow corridors. Currently, the Fire Department has four Stryker stair chairs that were purchased in the early 2000s. Three of them are currently in service.

Background:

The Fire Department currently has four Stryker stair chairs (One is no longer able to be serviced and is not repairable) that were purchased in the early 2000s. This purchase will replace the four current stair chairs and purchase one to put in service when we take possession of the fifth ambulance. The EMS committee reviewed both stair chair options used by EMS services (Stryker and Ferno) and overwhelmingly decided on the Stryker stair chairs. This follows our use of Stryker for our cots, loading systems and stair chairs. We feel that purchasing the additional stair chair at this time will be beneficial due to consumer price increases in the future. The 3 serviceable chairs will be moved to the pumpers and aerial to move patients that do not require transport.

Staff recommends the purchase of five Stair-Pro 6252 to outfit our current four ambulances, including the addition of a fifth ambulance, from Stryker Medical in the amount of \$5,555.67 totaling \$28,125.60.

Previous Action (if applicable):

None

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Aug.7, 2025
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 356-60000-305-000000	Amount: \$28,125.60
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:

Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Liberty Fire StairPRO no ProCare QUOTE_10998302_2024-10-02



Liberty Fire Stair-PRO 2025

Quote Number:10998302

Version:1

Prepared For:LIBERTY FIRE DEPT

Attn: Pete Vanness

Quote Date:09/04/2025

Expiration Date:09/27/2024

Remit to:

Rep:

Email:

Phone Number:

Stryker Sales, LLC

21343 NETWORK PLACE

CHICAGO IL 60673-1213

USA

Amy LeBar

amy.lebar@stryker.com

(816) 332-3750

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	LIBERTY FIRE DEPT	Name:	LIBERTY FIRE DEPT	Name:	LIBERTY FIRE DEPT
Account #:	20084231	Account #:	20084231	Account #:	20084231
Address:	200 W MISSISSIPPI ST	Address:	200 W MISSISSIPPI ST	Address:	
	LIBERTY		LIBERTY		
	Missouri 64068-1625		Missouri 64068-1625		

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6252000000	Stair-PRO Model 6252	5	\$5,555.67	\$27,778.35
1.1	6252009001	Stair-Pro Operations Manual			
1.2	6250001162	In-Service Video (DVD)			
1.3	6252026000	Common Components			
1.4	6250021000	2 Piece ABS Panel Seat			
1.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)			
1.6	6252022000	Main Frame Assy Option			
1.7	6250024000	Standard Length Lower LiftHandles			
1.8	6252027000	Footrest Option			
1.9	6252040000	Removable Head Support			
1.10	6250140000	O2 Bottle Holder			
1.11	6252025000	IV Clip Option			
Equipment Total:					\$27,778.35



Liberty Fire Stair-PRO 2025

Quote Number:	10998302	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Rep:	Amy LeBar
Prepared For:	LIBERTY FIRE DEPT Attn: Pete Vanness	Email:	amy.lebar@stryker.com
		Phone Number:	(816) 332-3750
Quote Date:	09/04/2025		
Expiration Date:	09/27/2024		

Price Totals:

	Estimated Sales Tax (0.000%):	\$0.00
	Shipping and Handling:	\$347.25
	Grand Total:	\$28,125.60

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: September 22, 2025

A/R No.: 2025-292

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Motion to approve the purchase of Curaplex One Scope Video
Laryngoscopes from Bound Tree in an amount not to exceed \$8,066.12

Summary:

The video laryngoscope aids a paramedic when intubating a critically ill or injured patient. Using this scope helps create a Gold Standard in patient care, allowing the paramedic to view the vocal cords when passing a “breathing tube” into the lungs of the patient. For the past 12 years, we have used the King Vision video laryngoscope. The manufacturer is now discontinuing manufacturing the disposable parts of the laryngoscope.

Background:

This purchase will replace our current King Vision video laryngoscopes that we have utilized for the last 12 years and are no longer available with the Curaplex One Scope. This is an updated video laryngoscope with the latest technology. We currently have four King Vision laryngoscopes and will replace them with four Curaplex One Vision video laryngoscopes.

Staff recommends the purchase of four Curaplex One Vision video laryngoscopes with four complete sets of disposable laryngoscope blades from Bound Tree medical. The total cost is \$8,066.12.

Previous Action (if applicable):

None

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Sept.9th, 2025
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: 356-60000-305-000000 Line Item:	Amount: \$8,066.12

	Funding Source:	Amount:
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Attachments:

1. OneScope Liberty MO 4
2. Curaplex One scope video larygoscopes



Quotation

Quotation#: QUO-97610-G7B8W2

Last Modified: 07/15/2025 4:56 PM

Customer PO #:

Account Number: 105332SHIP001

Bill To:

LIBERTY FIRE DEPT SHIP001

200 W MISSISSIPPI ST

LIBERTY, MO 64068-1625

Ship Method:

Payment Terms:

Ship To:

LIBERTY FIRE DEPT SHIP001

2300 N LIGHTBURNE ST

LIBERTY, MO 64068-4502

Item	Description	UOM	QTY	Your Price	Ext. Price
2146-20025	Curaplex OneScope Pro - Pediatric Size 2 Blade - 1/EA	EA	4	\$14.79	\$59.16
2146-10025	Curaplex OneScope Pro - Neonatal Size 1 Blade - 1/EA	EA	4	\$14.79	\$59.16
2146-34025	Curaplex OneScope Pro - Direct Adult Mac 3 Blade - 1/EA	EA	4	\$14.79	\$59.16
2146-41025	Curaplex OneScope Pro - Angulated Adult Size 4 Blade - 1/EA	EA	4	\$14.79	\$59.16
2146-26785P	Curaplex OneScope Pro Video Laryngoscope	EA	4	\$1,920.29	\$7,681.16
2146-44025	Curaplex OneScope Pro - Direct Adult Mac 4 Blade - 1/EA	EA	4	\$14.79	\$59.16
2146-31025	Curaplex OneScope Pro - Angulated Adult Size 3 Blade - 1/EA	EA	4	\$14.79	\$59.16
2120-10041	OneScope Pro Disposable Rigid Stylet	EA	4	\$7.50	\$30.00

Quote Total: \$8,066.12

Quote Expiration Date:

Comments:

David Martin

Bound Tree | Account Manager

5000 Tuttle Crossing Blvd, Dublin OH 43016

Office Phone: 678-973-1930 | Mobile Phone:

David.Martin@boundtree.com

Sales Tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

Should there be any price increases, taxes, tariffs, duties, surcharges or other fees imposed by the government, manufacturer, and/or supplier on any product(s) included in this quote, Bound Tree Medical reserves the right to amend the pricing contained in the quote.

To place an order, visit our website at www.boundtree.com, log in, and add items to your shopping cart. Alternatively, you can call (800) 533-0523 or fax (800) 257-5713.



To: Citizen Sales Tax Oversight Committee
From: Chris Young, Fire Chief
Subject: **Curaplex One scope video laryngoscope**
Date: August 7th, 2025

BACKGROUND:

The video laryngoscope aids a paramedic when intubating a critically ill or injured patient. Using this scope helps create a Gold Standard in patient care, allow the paramedic to view the vocal cords when passing a “breathing tube” into the lungs of the patient. For the past 12 years we have used the King Vision video laryngoscope. The manufacture is now discontinuing manufacturing the disposable parts of the laryngoscope.

DISCUSSION:

Moving forward we look to replace the King Vision video laryngoscope with the Curaplex One Scope. This is an updated video laryngoscope with the latest technology. We current have four (4) King Vision laryngoscopes and will replace them with four (4) Curaplex One Vision video laryngoscopes.

See below and attached for pricing.

Staff recommends the purchase of four (4) Curaplex One Vision video laryngoscopes with four (4) complete sets of disposable laryngoscope blades from Bound Tree medical. The total cost is \$8,066.12

ACTION REQUESTED/RECOMMENDATION:

Staff requests review of the proposal to determine if it meets voter intent for the use of Fire Sales Tax funds.



Quotation

Quotation#: QUO-97610-G7B8W2

Last Modified: 07/15/2025 4:56 PM

Customer PO #:

Account Number: 105332SHIP001

Bill To:

LIBERTY FIRE DEPT SHIP001

200 W MISSISSIPPI ST

LIBERTY, MO 64068-1625

Ship Method:

Payment Terms:

Ship To:

LIBERTY FIRE DEPT SHIP001

2300 N LIGHTBURNE ST

LIBERTY, MO 64068-4502

Item	Description	UOM	QTY	Your Price	Ext. Price
2146-20025	Curaplex OneScope Pro - Pediatric Size 2 Blade - 1/EA	EA	4	\$14.79	\$59.16
2146-10025	Curaplex OneScope Pro - Neonatal Size 1 Blade - 1/EA	EA	4	\$14.79	\$59.16
2146-34025	Curaplex OneScope Pro - Direct Adult Mac 3 Blade - 1/EA	EA	4	\$14.79	\$59.16
2146-41025	Curaplex OneScope Pro - Angulated Adult Size 4 Blade - 1/EA	EA	4	\$14.79	\$59.16
2146-26785P	Curaplex OneScope Pro Video Laryngoscope	EA	4	\$1,920.29	\$7,681.16
2146-44025	Curaplex OneScope Pro - Direct Adult Mac 4 Blade - 1/EA	EA	4	\$14.79	\$59.16
2146-31025	Curaplex OneScope Pro - Angulated Adult Size 3 Blade - 1/EA	EA	4	\$14.79	\$59.16
2120-10041	OneScope Pro Disposable Rigid Stylet	EA	4	\$7.50	\$30.00

Quote Total: \$8,066.12

Quote Expiration Date:



**CITY COUNCIL
ACTION REPORT**

Meeting Date: September 22, 2025

A/R No.: 2025-309

Department: Utilities

Submitted By: Jason Thomas, Assistant
Director Utilities Operations & Construction

Subject: Motion to approve the purchase of a Takeuchi TL12 compact track loader for the Utilities Department from Kirby Smith Machinery, Inc. in an amount not to exceed \$99,800.00

Summary:

Takeuchi TL12 compact track loaders are among the best skid loaders available, known for their durability, performance, and operator comfort. Kirby Smith Machinery, Inc. is a trusted dealer with a proven track record of providing quality equipment and service. As a participating vendor in the BuyBoard purchasing cooperative, Kirby Smith Machinery, Inc. offers competitive pricing and streamlined procurement in compliance with purchasing requirements.

Background:

The Utilities Operations Division requires a reliable skid loader for material handling, excavation, and maintenance at multiple locations. The current machine has reached the end of its service life, leading to increased downtime and repair costs. A new machine will improve operational efficiency, safety, and reliability. The new machine matches the existing skid loaders in our fleet, allowing for operator familiarity, interchangeable attachments, and simplified maintenance. The 5-year/5,000-hour extended warranty will provide comprehensive coverage well beyond the standard warranty period, protecting the City from unexpected repair costs during the loader's highest-usage years. Given the heavy workload anticipated for this machine and the cost of major component repairs, the warranty offers significant long-term savings, reduces operational risk, and ensures consistent equipment availability for critical projects.

Staff recommends approval of the purchase of the Takeuchi TL12 compact track loader from Kirby Smith Machinery, Inc. through the BuyBoard purchasing cooperative, with the extended warranty, for a total cost of \$99,880.00.

Previous Action (if applicable):

None

Policy/Committee Review:

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

Financial Considerations:

X Budgeted:	Line Item: 592-70001-801-000000	Amount: \$49,900.00
	Line Item: 593-70001-901-000000	Amount: \$49,900.00
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. CITY OF LIBERTY BR6 E02107 TL25228 INVOICE Takeuchi Loader



8320 Ruby Ave
Kansas City, KS 66111
913-850-6300

PLEASE REMIT TO:

KSM EXCHANGE LLC
P.O. Box 270360
Oklahoma City, OK 73137

ACH OR WIRE
Credit Department
405-495-7820

www.kirby-smith.com

Ship To: CITY OF LIBERTY - CPU
8320 RUBY AVE
KANSAS CITY, KS 66111-3006

Invoice To: CITY OF LIBERTY
101 E KANSAS STREET
LIBERTY MO 64068

Attention: KELSON KERN

Branch

06 - KANSAS CITY

Date

08/12/2025

Account No

LIBER011

Ship Via

Tax ID No

GOV'T

JOEL THOMASON

Time

14:09:53 (O)

Phone No

8164394762

Purchase Order

KELSON KERN

12/31/9999

Page

1

Inv No 00

E0210706

Salesperson

231 / B08

EQUIPMENT INVOICE

Description	Amount
Stock #: TL25228 Serial #: 412109115	89500.00
New 2025 TL TL12R2-CRHR	
New 2025 TAKEUCHI TL12R2-CRHR CAB, RUBBER TRACKS, HIGH FLOW,	
****INCLUDING THE FOLLOWING OPTIONS****	
TL12R2-CRHR CAB, RUBBER TRACKS, HIGH FLOW, RIDE CONTROL	
*	

****INCLUDING THE FOLLOWING ATTACHMENTS****

Used TAKEUCHI 84INTL12 TAKEUCHI 84" HD BUCK BT16049 3032476

Miscellaneous Charges/Credits

EXTENDED WARRANTY	Qty: 1	Price: 10380.00	10380.00
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Subtotal: 99880.00

Total: 99880.00

DUE ON RECEIPT. EXTENDED WARRANTY EWL 12HFM51 5yr/5000hr
THANK YOU FOR YOUR BUSINESS.

CAUTION: BE WARY OF ANY REQUEST TO CHANGE PAYMENT INSTRUCTIONS
ALL WIRING INSTRUCTIONS SHOULD BE CONFIRMED BY PHONE: (405) 495-7820 BEFORE SENDING FUNDS VIA WIRE OR ACH.



Thank You!

WE APPRECIATE YOUR BUSINESS



See reverse side for Terms and Conditions

Abilene	Amarillo	Chico	Dallas	Fort Worth	Hewitt	Kansas City	Lubbock	McAlester	Odessa	Oklahoma City	St Louis	Tulsa
325-692-6334	806-373-2826	940-678-5046	214-371-7777	817-378-0600	254-261-1370	913-850-6300	806-745-2112	918-310-1550	432-333-7000	405-495-7820	314-729-0125	918-438-1700

TERMS AND CONDITIONS

Kirby-Smith Machinery, Inc. offers no warranties, expressed or implied as to the quality, durability, workmanship, performance, operation, merchantability, or fitness for a particular purpose of any equipment, goods, parts, material or apparatus sold. Sales personnel of Kirby-Smith Machinery, Inc. are not authorized to make warranties, expressed or implied, about the subject matter described in this sale. Only those warranties as provided by the manufacturer in writing, apply to the equipment, goods, parts, materials, and apparatus sold by Kirby-Smith Machinery, Inc.

This invoice is subject to all of the terms, provisions, conditions and limitations of the sale or lease agreement concerning the goods or equipment sold or leased as described therein. Examine this invoice carefully as it will be deemed correct unless errors are reported to Kirby-Smith Machinery, Inc. within (5) days of the date hereof. Returned items are subject to approval and restocking and handling charges.

Terms of Payment: Equipment sales are due based on terms specified on the sales agreement. All other sales are due and payable 30 days from the invoice date. All accounts not paid at the end of our month's closing will become past due. A **service charge equal to 1.8% APR** will be applied to past due balances.

"Notice is hereby given that Kirby-Smith Machinery, Inc. has assigned its rights under all sales contracts of rental equipment to KSM Exchange LLC. To sell rental equipment described herein and if applicable, to purchase trade-in property described herein."



STAFF REPORT

Planning and Zoning Case 25-48FP

Staff: Michael Peterman, Asst. Director of Planning & Development

Date: September 22, 2025

GENERAL INFORMATION

Application: Final Plat for Prairie Estate. A Final Plat of four lots on .46 acres at 440 N. Prairie Street with a variance from Unified Development Ordinance Section 30-50.2 "District RNC, height and area regulations".

Applicant: Greg Stervinou
Construction Company, INC
10207 NE 100TH ST
Kansas City, MO 64157

Owner: Greg Stervinou
Construction Company, INC
10207 NE 100TH ST
Kansas City, MO 64157

Location: Between N Grover and N Prairie Streets, south of Corbin St.

Site Acreage: .46 acres

Existing Land Use/Zoning: Vacant Lot / RNC, "Residential Neighborhood Conservation District"

Future Land Use Map: Single Family Residential

Neighboring Land Use/Zoning: **North:** Single Family home/ RNC, "Residential Neighborhood Conservation District"
South: Single Family home/ RNC
East: Single Family home/ RNC
West: Single Family home/ RNC

Public Notice: Legal Notice printed in Courier-Tribune- August 20
Letter sent to property owners within 185 ft. on August 20
Sign Posted on site- August 20

File Date: August 1, 2025

PREVIOUS CASES/SITE HISTORY

P&Z Case 24-12SUP – Special Use Permit to allow Attached Single Family in the RNC district at 440 N. Prairie St. was approved by the City Council on May 20, 2024.

P&Z Case 24-11FP - A Final Plat of three lots on .46 acres into six lots at 440 N. Prairie Street with a variance from Unified Development Ordinance Section 30-50.2 “District RNC, height and area regulations” was approved by the City Council on May 20, 2024.

DESCRIPTION OF PROPOSAL

This project was approved for a Special Use Permit to build three multifamily buildings totaling six units in 2024. The applicant has decided to change directions and is now planning to build four single family dwellings and is requesting this plat for four single family lots.

Technical Information

This is a proposal for a Final Plat of Prairie Estate, a four-lot subdivision. This plat contains four lots on .46+/- acres.

VARIANCE REQUEST

The applicant is requesting variances to the Unified Development Ordinance, Section 30-50.2, “District RNC, height and area regulations” for lot size and required lot depth. The variance being requested for the two lots on N. Prairie St. is for lot depth: they are proposed to be 84’ deep which six feet less than the required 90 feet, and Lot 2 on N. Grover St. is proposed at 4,706 sq. ft. which is 294 sq. ft. less than the required 5,000 sq. ft. The applicant’s variance request is attached to this report as Exhibit C.

PUBLIC INFRASTRUCTURE

Facility	City Standard	Status
Streets	Direct connection to fully improved street network	The site has direct access to N. Grover Street and N Prairie Street.
Sanitary Sewer	Direct, gravity flow connection	The property is proposing to connect to the public sanitary sewer along N. Grover and N. Prairie Streets.
Water	Direct connection to City water services	The property is proposing to connect to the public water main along N. Grover and N. Prairie Streets.
Storm Water	Storm water must be released at an acceptable rate	This proposal does not trigger stormwater requirements.

STAFF ANALYSIS

A final plat is required for the general subdivision of land to ensure the layout of a proposed subdivision conforms to the comprehensive plan and this UDO and to provide a complete and exact subdivision plat, prepared for the official public record to define property boundaries and public improvements. Staff’s analysis of a final plat application is guided by Section 30-28.14. Final plat, approval criteria:

- 1. The final plat substantially complies with the intent of the comprehensive plan;**
Staff believes this proposal satisfies the intent of the comprehensive plan, future land use map in that the future land use map shows single-family residential at this location.
- 2. The final plat complies with the provisions of this UDO;**
The proposed plat complies with all standards of the UDO for this site except for the smaller lot sizes requested in the variance. It is not uncommon for lots zoned RNC to be smaller in size than what is

required by Code for this district, therefore staff does not believe that the reduced lot sizes will be out of place at this location.

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;**
There is no previously approved preliminary plat on file.
5. **All public works elements have been designed to city specifications and certified by the city engineer;**
Any proposed public utility extensions will conform to city specifications and will be certified by the City Engineer in the Public Improvement Plans and/or 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 by the City Engineer and will be accepted with the approval of the Public Improvement Plans and/or 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 if the variance is accepted, recommends approval of P&Z Case 25-48FP.

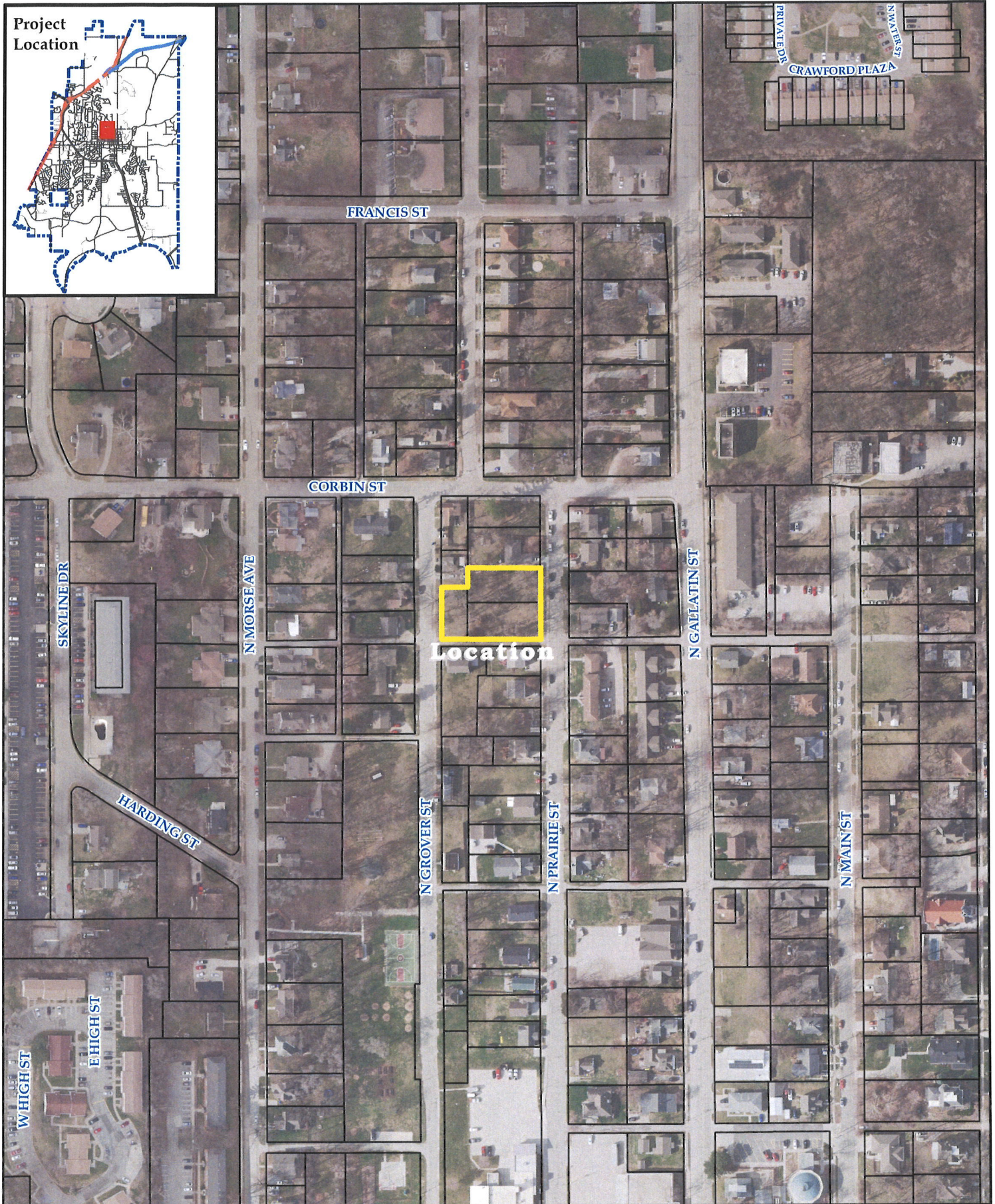
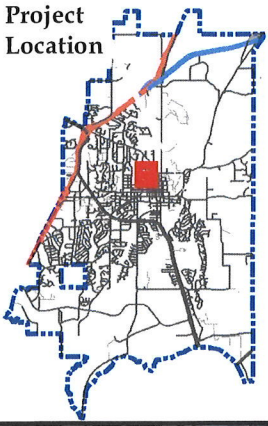
PZ RECOMMENDATION

At its September 9, 2025 meeting, the Planning & Zoning Commission voted 7-0-0 to recommend approval of P&Z Case 25-48FP with the requested variances, as presented in the staff report.

ATTACHMENTS

- | | |
|-------------------|--|
| Exhibit A: | Vicinity Map |
| Exhibit B: | Final Plat |
| Exhibit C: | Variance Request |
| Exhibit D: | Planning & Zoning Commission Minutes Excerpt |
| Exhibit E: | Ordinance |

Project
Location



P&Z Case 25-48FP
Final Plat
440 N Prairie

EXHIBIT A:
VICINITY MAP



Date: 5/8/2024

Bradan Stervinou

10207 NE 100th st

Kansas City, MO, 64157

816-824-0443

Bradan@StervinouConstruction.com

8/12/25

Variance Request – 440 N Prairie St Liberty, MO 64068

I am submitting this request for a variance to allow the construction of four (4) single-family homes on parcel # 15114000703200, in place of the three (3) multi-family duplex homes previously approved under a special use permit.

When our original plan was submitted, the intent was to create housing that respected the neighborhood's historic character and scale. The approved multi-family configuration would have introduced up to six (6) households. However, after further consideration we are proposing a shift to four single-family homes.

This revision reduces the potential density from six families to four, while still providing quality housing in line with the neighborhood's aesthetics and preserving the site's cohesive streetscape.

The requested variance addresses two specific zoning limitations:

1. **Lot Area** – Lot 2 is short of the minimum square footage requirement by only a few hundred square feet (294').
2. **Lot Length** – Lots 3 & 4 are approximately six feet shy of the required minimum lot depth of 90'.

These dimensional deviations are minor in scale and do not impede the overall livability, safety, or functionality of the lots. The homes will meet all other zoning requirements, including setbacks, height limits, and parking standards.

Reasons for Approval:

- **Reduced Density Impact** – The change from three duplexes (six units) to four single-family homes lowers the total number of households, traffic, and parking demand.
- **Neighborhood Compatibility** – Single-family homes are consistent with the surrounding block's historic development pattern and will integrate seamlessly with existing housing stock.

- **Precedent of Nonconforming Lots** – Numerous lots in the surrounding neighborhood already do not meet current minimum lot size or length requirements, yet continue to function well as quality housing. This proposal maintains that established pattern without introducing any new adverse impacts.
- **Efficient Use of Land** – The small dimensional variances will not result in overcrowding or overbuilding, and the lots remain functional, buildable, and compliant in all other respects.
- **Alignment with City Goals** – This proposal supports infill development, promotes owner-occupied housing, and contributes positively to neighborhood stability.

We believe this request represents a reasonable and beneficial adjustment that serves both the property owner's interests and the community's long-term vision.

Sincerely,
Bradan Stervinou
Project Manager
Greg Stervinou Construction Company

A. PZ Case 25-48FP: Final Plat for 440 N Prairie St. 4 single family lots with a variance for Lot Size and Lot Dimensions.

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. Seeing none, Chairman Rosekrans called for the applicant or their representative to come forward.

Braden Stervinou of Greg Stervinou Construction Co. Inc., 10207 NE 100th Street, Kansas City, MO 64157, introduced himself to the Commission as the developer for this proposal. Mr. Stervinou informed the Commission that the design of the single-family homes would be bungalow or cottage-like so as to better mesh with the aesthetic of the neighborhood. Mr. Stervinou noted that they have worked in Liberty's historic neighborhoods previously, and that the home just south of this site on Grover Street is one of their previous projects.

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 no persons wishing to speak, Chairman Rosekrans closed the public hearing.

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

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

Vote: Motion approved 7-0-0

Yes: All

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, September 22, 2025 at 7:00 p.m.



STAFF REPORT

Planning and Zoning Case #25-49A

Staff: Kyle McGinnis, Planner

Date: September 22, 2025

GENERAL INFORMATION

Applications: Amendments to the *Unified Development Ordinance* (UDO) pertaining to Accessory Dwelling Units (ADUs):

Section 30-81.2, "Accessory structures, residential districts"

HISTORY

The *Unified Development Ordinance* (UDO) was approved in April 2005. Periodically, the City reviews potential changes that may be warranted due to changing technologies, trends, community preference, grammatical errors in the code, or planning commission direction. A change to the UDO requires public hearings at Planning Commission and City Council and appropriate legal notice in the paper. The legal notice was posted in the Courier-Tribune on August 20, 2025. This item will be heard by the City Council on September 22, 2025.

Accessory Dwelling Units

Accessory Dwelling Units (ADUs) – also sometimes referred to as in-law suites, granny flats, or carriage houses – are small residences that are secondary and subordinate in nature to a larger, primary detached single-family dwelling located on the same lot. Per Section 30-81.2, "Accessory structures, residential districts," ADUs (referred to in the UDO as "accessory apartments") are currently permitted on property zoned A, R-1A, RNC, RN, and MU, so long as the ADU meets the requirements set forth in Sec. 30-81.2 (6) (provided below).

PROPOSED ORDINANCE – ACCESSORY DWELLING UNITS ON LARGE RESIDENTIAL LOTS

The proposed amendment to the UDO would expand upon the permissibility of ADUs within the City of Liberty by allowing such accessory structures on residential lots equal to or greater than three (3) acres in area which contain a detached single-family dwelling. All other requirements and limitations applicable to ADUs would remain as they exist today. The original language as it exists in the UDO is seen in black type, a ~~strikethrough~~ indicates a proposed language removal and **red type** represents the proposed change.

UDO Section 30-81.2, "Accessory structures, residential districts"

(6) In districts A, R-1A, RNC, RN, and MU, **and on residential lots equal to or greater than three (3) acres in area which contain a detached single-family dwelling**, one (1) accessory apartment shall be allowed, in accordance with the following:

- a. The apartment shall be secondary to an owner-occupied dwelling;
- b. At least one hundred fifty (150) square feet of living space shall be provided for each occupant; and
- c. Detached structures shall be built in accordance with the area requirements for accessory structures as noted above. *

**Refers to Sec. 30-81.2 (1) (not detailed above), which designates accessory structure maximum building footprint limitations for various lot sizes and is unaltered by this proposed amendment.*

STAFF RECOMMENDATION

Staff has drafted the proposed ordinance and recommends approval of P&Z Case 25-49A.

PZ RECOMMENDATION

At its September 9, 2025 meeting, the Planning & Zoning Commission voted 7-0-0 to recommend approval of P&Z Case 25-49A, as presented in the staff report.

ATTACHMENTS

Exhibit A: Proposed Ordinance

Exhibit B: Planning & Zoning Commission Minutes Excerpt

B. PZ Case 25-49A: An Amendment to the Unified Development Ordinance, Section 30-81 regarding Accessory Dwelling Units. Allowing on all residential lots larger than 3 acres.

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

Commissioner Noland asked whether this amendment would restrict accessory dwelling units (ADUs) to lots larger than three acres in area. Mr. McGinnis explained that the Unified Development Ordinance (UDO) currently limits ADUs to properties zoned A, "Agriculture District," R-1A, "Suburban Residential District," RNC, "Neighborhood Conservation Residential District," RN, "Neighborhood Residential District," or MU, "Mixed Use District," but does not consider the lot's size when determining permissibility. The proposed amendment would additionally allow ADUs on properties containing a legal residential use (a detached single-family home) provided the lot is greater than three acres in area, regardless of the property's zoning designation.

Commissioner Summers asked whether these ADUs can be rented, or if both the single-family home and the ADU can be rented. Ms. Sharp stated that so long as the home or ADU is owner-occupied, the other could be rented; renting both would not be permitted.

Chairman Rosekrans asked whether the proposed amendment would be used to regulate short-term rentals (STRs), like Airbnb's, within City limits. Ms. Sharp stated that the City does not currently regulate short-term rentals beyond certain Residential Occupancy Codes and that the proposed amendment is not intended to regulate or limit STRs specifically.

Chairman Rosekrans asked if the commission had any questions of 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 no persons who wished to speak, Chairman Rosekrans closed the public hearing.

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

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

Vote: Motion approved 7-0-0

Yes: All

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, September 22, 2025 at 7:00 p.m.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 30, "UNIFIED DEVELOPMENT ORDINANCE", OF
THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

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

SECTION I

That Section 30-81.2. – Accessory structures, residential districts., of the City Code of the City of Liberty, Missouri is hereby amended as follows:

Replace:

Sec. 30-81.2. – Accessory structures, residential districts.

One detached accessory structure shall be allowed in the rear or side yard at least five (5) feet from the lot line and at least ten (10) feet from any other structure. In addition, one minor accessory structure no larger than one hundred twenty (120) square feet in area may be allowed. Lots zoned A, agricultural district, shall not be subject to this provision.

- (1) All accessory structures within any residential district shall comply with the following maximum building footprint requirements:
 - a. No greater than eight hundred (800) square feet on lots less than one-half (1/2) acre;
 - b. No greater than one thousand (1,000) square feet on lots one-half (1/2) to one acre;
 - c. No greater than one thousand five hundred (1,500) square feet on lots greater than one, but less than three (3) acres; and
 - d. Lots having three (3) or more acres are allowed more than one accessory structure, provided the footprints of all accessory structures do not exceed a total of two thousand five hundred (2,500) square feet.
- (2) A carport may only be allowed in the side or rear yard and shall be at least five (5) feet from the lot line.
- (3) Residential swimming pools and landscaping features with water greater than two (2) feet in depth shall be allowed in the rear or side yard at least five (5) feet from the property line and at least twenty (20) feet from the primary structure on any adjoining lot, in accordance with the following provisions:
 - a. Permanent in-ground, above-ground and on-ground pools, spas, hot tubs and other water features must be enclosed and separated from adjoining properties by a four-foot high fence with a secured gate; and

- b. Portable pools and temporary water feature greater than two (2) feet in depth, including inflatable pools, shall be securely covered or drained when not in use.
- (4) A recreational court/play area shall respect the setbacks established for all residential accessory structures and shall be safely situated not less than five (5) feet from any rear or side lot line. Any lighting shall be designed to eliminate visibility beyond the property.
- (5) A deck, patio, or gazebo shall be allowed only in the rear yard and located at least five (5) feet from any lot line.
- (6) In districts A, R-1A, RNC, RN, and MU, one accessory apartment shall be allowed, in accordance with the following:
 - a. The apartment shall be secondary to an owner-occupied dwelling;
 - b. At least one hundred fifty (150) square feet of living space shall be provided for each occupant; and
 - c. Detached structures shall be built in accordance with the area requirements for accessory structures as noted above.

With the following:

Sec. 30-81.2. – Accessory structures, residential districts.

One detached accessory structure shall be allowed in the rear or side yard at least five (5) feet from the lot line and at least ten (10) feet from any other structure. In addition, one minor accessory structure no larger than one hundred twenty (120) square feet in area may be allowed. Lots zoned A, agricultural district, shall not be subject to this provision.

- (1) All accessory structures within any residential district shall comply with the following maximum building footprint requirements:
 - a. No greater than eight hundred (800) square feet on lots less than one-half (1/2) acre;
 - b. No greater than one thousand (1,000) square feet on lots one-half (1/2) to one acre;
 - c. No greater than one thousand five hundred (1,500) square feet on lots greater than one, but less than three (3) acres; and
 - d. Lots having three (3) or more acres are allowed more than one accessory structure, provided the footprints of all accessory structures do not exceed a total of two thousand five hundred (2,500) square feet.
- (2) A carport may only be allowed in the side or rear yard and shall be at least five (5) feet from the lot line.
- (3) Residential swimming pools and landscaping features with water greater than two (2) feet in depth shall be allowed in the rear or side yard at least five (5) feet from

ORDINANCE NO. _____ (CONT.)

the property line and at least twenty (20) feet from the primary structure on any adjoining lot, in accordance with the following provisions:

- a. Permanent in-ground, above-ground and on-ground pools, spas, hot tubs and other water features must be enclosed and separated from adjoining properties by a four-foot high fence with a secured gate; and
 - b. Portable pools and temporary water feature greater than two (2) feet in depth, including inflatable pools, shall be securely covered or drained when not in use.
- (4) A recreational court/play area shall respect the setbacks established for all residential accessory structures and shall be safely situated not less than five (5) feet from any rear or side lot line. Any lighting shall be designed to eliminate visibility beyond the property.
- (5) A deck, patio, or gazebo shall be allowed only in the rear yard and located at least five (5) feet from any lot line.
- (6) In districts A, R-1A, RNC, RN, and MU, and on residential lots equal to or greater than three (3) acres in area which contain a detached single-family dwelling, one (1) accessory apartment shall be allowed, in accordance with the following:
- a. The apartment shall be secondary to an owner-occupied dwelling;
 - b. At least one hundred fifty (150) square feet of living space shall be provided for each occupant; and
 - c. Detached structures shall be built in accordance with the area requirements for accessory structures as noted above.

SECTION II

The City Council finds and declares that, prior to any action on the amendment herein described, all requirements pertaining to notices and hearings have been fulfilled.

SECTION III

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

ORDINANCE NO. _____ (CONT.)

ATTEST:

DEPUTY CITY CLERK

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

Greg Canuteson, MAYOR

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF August 29, 2025 to September 12, 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	\$ 437,457.20
PUBLIC SAFETY SALES TAX FUND	243	\$ 1,984.18
TRANSIENT GUEST TAX FUND	244	\$ 30,857.13
CEMETERY MAINTENANCE FUND	247	\$ 6,160.38
LIMITED CAPITAL FUND	350	\$ 9,187.03
CAPTIAL SALES TAX FUND	351	\$ 23,748.43
TRANSPORTATION SALES TAX FUND	352	\$ 12,966.81
PARK SALES TAX FUND	353	\$ 87,981.80
ECO/DEVO SALES TAX FUND	354	\$ 26,891.99
FIRE SALES TAX FUND	356	\$ 13,584.00
PARKS FUND	460	\$ 12,745.77
SPORTS COMPLEX FUND	461	\$ 37,312.71
COMMUNITY CENTER FUND	465	\$ 20,723.92
WATER OPERATING FUND	590	\$ 97,594.97
WASTEWATER OPERATING FUND	591	\$ 112,387.82
WATER CAPITAL FUND	592	\$ 24,719.05
WASTEWATER CAPITAL FUND	593	\$ 81,795.67
SOLID WASTE FUND	595	\$ 129.90
LIBERTY CORNERS CID	605	\$ 25,690.78
TIF-BLUE JAY CROSSING	709	\$ 30,518.87
PAYROLL CHECKS & BENEFITS	9/05/2025	\$ 1,389,406.16
TOTAL APPROPRIATIONS		<u>\$ 2,483,844.57</u>

PASSED by the Council this 22nd day of September, 2025.

Greg Canuteson - MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 22nd day of September, 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

September 05, 2025

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 09/04/2025 and 09/05/2025;

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										
192448; 09/05/2025; Outstanding; null										
	16	TELEFLEX LLC	9510443761	08/25/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,995.00
CHECK TOTAL FOR CHECK NUMBER 192448										\$ 1,995.00
192449; 09/05/2025; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	48688943004	09/03/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession Beverages and supplies for Sports Complex and LCC Vending	\$ 978.21
CHECK TOTAL FOR CHECK NUMBER 192449										\$ 978.21
192450; 09/05/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10516102	08/21/2025	PUB WRKS-PO	Reclass to 100.57020.202.00000	100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 497.10
CHECK TOTAL FOR CHECK NUMBER 192450										\$ 497.10
192451; 09/05/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10534251	08/26/2025	PUB WRKS-PO	Reclass to 100.57020.202.00000	100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 138.22
CHECK TOTAL FOR CHECK NUMBER 192451										\$ 138.22
192452; 09/05/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10553826	08/29/2025	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 830.39
CHECK TOTAL FOR CHECK NUMBER 192452										\$ 830.39
192453; 09/05/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10560534	08/30/2025	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 62.21
CHECK TOTAL FOR CHECK NUMBER 192453										\$ 62.21

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192454; 09/05/2025; Outstanding; null										
	102	ANTHEM SPORTS, LLC	439292	08/27/2025	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Bases and Pitching Rubber	\$ 1,651.30
CHECK TOTAL FOR CHECK NUMBER 192454										\$ 1,651.30
192455; 09/05/2025; Outstanding; null										
	149	MID AMERICA GOLF AND LANDSCAPE	MAGL166	08/14/2025	MULTI		244-59024-119-000000	SITE WAYFINDING	NEW LOGOS	\$ 2,465.95
	149	MID AMERICA GOLF AND LANDSCAPE	MAGL166	08/14/2025	MULTI		461-55044-451-000000	MISCELLANEOUS FEES	NEW LOGOS	\$ 4,931.88
CHECK TOTAL FOR CHECK NUMBER 192455										\$ 7,397.83
192456; 09/05/2025; Outstanding; null										
	153	CHAMBER OF COMMERCE	39282	08/28/2025	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Support for Liberty Fall Festival	\$ 15,000.00
CHECK TOTAL FOR CHECK NUMBER 192456										\$ 15,000.00
192457; 09/05/2025; Outstanding; null										
	189	DELL MARKETING LP	10821397830	06/23/2025	PUBLIC WORKS		350-70020-160-000000	CONSTRUCTION CONTRACT	Mill St. Server	\$ 5,325.23
CHECK TOTAL FOR CHECK NUMBER 192457										\$ 5,325.23
192458; 09/05/2025; Outstanding; null										
	314	RICOH USA, INC	5071935377	09/01/2025	FINANCE		100-53031-130-000000	COPIER LEASE & USAGE	Copier Usage 6/1/25 - 8/31/25	\$ 248.60
	314	RICOH USA, INC	5071935193	09/01/2025	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	Records Usage 6-1-25 to 8-31-25	\$ 48.46
CHECK TOTAL FOR CHECK NUMBER 192458										\$ 297.06
192459; 09/05/2025; Outstanding; null										
	367	CLINICAL COUNSELING ASSOC	082025	08/31/2025	HR & RISK MGMT		100-52998-160-000000	EMPLOYEE ASSISTANCE PROGRAM	Citywide Services	\$ 1,800.00
CHECK TOTAL FOR CHECK NUMBER 192459										\$ 1,800.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192460; 09/05/2025; Outstanding; null										
	460	STRATUS BUILDING SOLUTIONS	7950654	09/01/2025	PARKS & REC-PO		465-55041-420-00000	CONTRACT LABOR	3rd Shift Contractual Custodial Services 2025	\$ 4,515.00
CHECK TOTAL FOR CHECK NUMBER 192460										\$ 4,515.00
192461; 09/05/2025; Outstanding; null										
	492	ALL COPY PRODUCTS, INC.	40015956	09/01/2025	PARKS & RECREATION		460-57012-400-00000	OFFICE EQUIPMENT MAINTENANCE	Monthly Payment All Copy Products	\$ 233.90
CHECK TOTAL FOR CHECK NUMBER 192461										\$ 233.90
192462; 09/05/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	9/3/25	09/03/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 68.00
CHECK TOTAL FOR CHECK NUMBER 192462										\$ 68.00
192463; 09/05/2025; Outstanding; null										
	641	PITTMAN SUPPORT SERVICES, LLC	25-008	08/28/2025	FINANCE		100-55041-111-000000	CONTRACT LABOR	Admin	\$ 90.00
	641	PITTMAN SUPPORT SERVICES, LLC	25-008	08/28/2025	FINANCE		100-55041-130-000000	CONTRACT LABOR	Aug 2025	\$ 4,927.50
CHECK TOTAL FOR CHECK NUMBER 192463										\$ 5,017.50
192464; 09/05/2025; Outstanding; null										
	657	LOGICALIS, INC.	IN242721	08/06/2025	PUBLIC WORKS		350-70020-160-000000	CONSTRUCTION CONTRACT	Mill St. Network Switch	\$ 3,861.80
CHECK TOTAL FOR CHECK NUMBER 192464										\$ 3,861.80
192465; 09/05/2025; Outstanding; null										
	669	MYRICK MECHANICAL	3145	09/02/2025	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	St 1 A/C	\$ 286.30
CHECK TOTAL FOR CHECK NUMBER 192465										\$ 286.30

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192466; 09/05/2025; Outstanding; null										
	840	MAX10 MO LLC	00178825	09/01/2025	PUB WRKS-PO		100-55041-202-000000	CONTRACT LABOR	Monthly Janitorial Services for City Hall	\$ 2,380.00
CHECK TOTAL FOR CHECK NUMBER 192466										\$ 2,380.00
192467; 09/05/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-24764	08/28/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	210 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-24769	08/28/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	211 Oil Change	\$ 39.99
CHECK TOTAL FOR CHECK NUMBER 192467										\$ 86.97
192468; 09/05/2025; Outstanding; null										
Liberty City Hall Police Addition and MEP System Final Desig	906	HOEFER WELKER, LLC	1248201-9	08/31/2025	PUB WRKS-PO		100-59026-202-000000	MISCELLANEOUS EXPENSES	Contract for final design with Hoefer Welker	\$ 208,290.36
CHECK TOTAL FOR CHECK NUMBER 192468										\$ 208,290.36
192469; 09/05/2025; Outstanding; null										
	943	COLUMN SOFTWARE PBC	B283E281-0012	06/13/2025	PUBLIC WORKS		595-55044-205-000000	MISCELLANEOUS FEES	PW Bid Ads (6/19 and 6/26 order# 3586080)	\$ 129.90
CHECK TOTAL FOR CHECK NUMBER 192469										\$ 129.90

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192470; 09/05/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00032614	08/26/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	\$ 750.00
	957	VANCE BROTHERS, LLC	ZH00032344	07/11/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	\$ 297.50
	957	VANCE BROTHERS, LLC	IG00032666	08/28/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Forrest	\$ 751.88
	957	VANCE BROTHERS, LLC	IG00032637	08/27/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Forrest	\$ 752.50
	957	VANCE BROTHERS, LLC	ZH00032950	08/29/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	\$ 399.50
	957	VANCE BROTHERS, LLC	IG00031844	07/15/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	\$ 750.00
	957	VANCE BROTHERS, LLC	IG00031810	07/14/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	\$ 755.63
	957	VANCE BROTHERS, LLC	IG00031783	07/11/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	\$ 375.00
CHECK TOTAL FOR CHECK NUMBER 192470										\$ 4,832.01
192471; 09/05/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00032586	08/25/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Forrest	\$ 940.00
CHECK TOTAL FOR CHECK NUMBER 192471										\$ 940.00
192472; 09/05/2025; Outstanding; null										
	963	T-MOBILE USA INC.	8.2025	08/21/2025	MULTI		100-56007-170-000000	MOBILE PHONES		\$ 2,228.04
	963	T-MOBILE USA INC.	8.2025	08/21/2025	MULTI		100-57030-512-000000	SOFTWARE MAINTENANCE		\$ 424.82
CHECK TOTAL FOR CHECK NUMBER 192472										\$ 2,652.86

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192473; 09/05/2025; Outstanding; null										
	1012	LAUREN MICHELLE PARKS	20250829	08/29/2025	HR & RISK MGMT		100-54004-140-000000	EMPLOYEE ISSUES & FUNCTIONS	Chair Yoga	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 192473										\$ 100.00
192474; 09/05/2025; Outstanding; null										
July Search Engine Marketing	1018	OSBORN & BARR COMMUNICATIONS	142223	08/19/2025	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	Search Engine Optimization Agency	\$ 361.84
CHECK TOTAL FOR CHECK NUMBER 192474										\$ 361.84
192475; 09/05/2025; Outstanding; null										
	1758	GEORGE BUTLER ASSOC INC	89244	08/29/2025	PUB WRKS-PO		354-59016-610-SLPRAB	FUTURE USE STUDY	Contract for Engineering Services	\$ 13,488.00
CHECK TOTAL FOR CHECK NUMBER 192475										\$ 13,488.00
192476; 09/05/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85894130	08/25/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,663.19
CHECK TOTAL FOR CHECK NUMBER 192476										\$ 1,663.19
192477; 09/05/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85896207	08/26/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 534.30
CHECK TOTAL FOR CHECK NUMBER 192477										\$ 534.30
192478; 09/05/2025; Outstanding; null										
	3134	MEALS ON WHEELS	082025	08/29/2025	PARKS & RECREATION		100-53025-480-000000	MEALS ON WHEELS	Aug MARC meal payments	\$ 1,920.50
CHECK TOTAL FOR CHECK NUMBER 192478										\$ 1,920.50

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192479; 09/05/2025; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	586504	09/02/2025	FIRE		100-57018-301-00000	MISC EQUIPMENT MAINT	Pump Discharge Guage	\$ 278.66
	3684	CONRAD FIRE EQUIPMENT INC	586478	09/02/2025	FIRE		100-57009-301-00000	VEHICLE MAINTENANCE	612 Driver Seat	\$ 802.01
	3684	CONRAD FIRE EQUIPMENT INC	586500	09/02/2025	FIRE		100-57009-301-00000	VEHICLE MAINTENANCE	612 Trans PM	\$ 645.55
	3684	CONRAD FIRE EQUIPMENT INC	586475	09/02/2025	FIRE		100-57009-301-00000	VEHICLE MAINTENANCE	Burnt Connector 611	\$ 100.55
	3684	CONRAD FIRE EQUIPMENT INC	586501	09/02/2025	FIRE		100-57009-301-00000	VEHICLE MAINTENANCE	612 A/C	\$ 659.65
CHECK TOTAL FOR CHECK NUMBER 192479										\$ 2,486.42
192480; 09/05/2025; Outstanding; null										
	4477	GENES TIRE & SERVICE CENTER	101882	08/27/2025	POLICE		100-57009-501-00000	VEHICLE MAINTENANCE	211 Tire Repair	\$ 29.25
CHECK TOTAL FOR CHECK NUMBER 192480										\$ 29.25
192481; 09/05/2025; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	3031	08/15/2025	TRANSIENT GUEST TAX		244-59018-119-00000	HDLI CONTRACT	Reimbursement for Block Party event expenses	\$ 4,508.79
CHECK TOTAL FOR CHECK NUMBER 192481										\$ 4,508.79
192482; 09/05/2025; Outstanding; null										
	4621	T & M MOBILE SERVICE	48310	09/01/2025	FIRE		100-57009-301-00000	VEHICLE MAINTENANCE	Starter for 613	\$ 1,323.83
CHECK TOTAL FOR CHECK NUMBER 192482										\$ 1,323.83
192483; 09/05/2025; Outstanding; null										
	4763	PRINTING UNLIMITED	73258	08/28/2025	PR & COMMUNICATI ON		100-53032-113-00000	OUTSIDE PRINTING	Ordering extra utility bill inserts for August mailing	\$ 438.44
CHECK TOTAL FOR CHECK NUMBER 192483										\$ 438.44

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192484; 09/05/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	24047	08/23/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24067	08/25/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24048	08/25/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24058	08/24/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 192484										\$ 260.00
192485; 09/05/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	24039	08/25/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 192485										\$ 80.00
192486; 09/05/2025; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0044041	09/01/2025	PUBLIC WORKS		100-57019-203-00000	BUILDING MAINTENANCE	ST Alarm Monitoring	\$ 24.95
CHECK TOTAL FOR CHECK NUMBER 192486										\$ 24.95
192487; 09/05/2025; Outstanding; null										
	5257	NATHAN JONES	9/3/25	09/03/2025	PARKS & RECREATION		465-55056-410-00000	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
	5257	NATHAN JONES	9/3/25	09/03/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 38.00
CHECK TOTAL FOR CHECK NUMBER 192487										\$ 64.00
192488; 09/05/2025; Outstanding; null										
MOCIC Annual Conf	5271	CHAD HAWKINS	9/7-9/12/25	08/28/2025	FINANCE		100-54000-501-00000	TRAINING TRAVEL	MOCIC Annual Conf	\$ 317.00
CHECK TOTAL FOR CHECK NUMBER 192488										\$ 317.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192489; 09/05/2025; Outstanding; null										
	5333	ED M FELD EQUIPMENT CO INC	INV14986	09/02/2025	FIRE		100-60000-301-000000	MINOR EQUIPMENT	Hydrant Bags	\$ 198.00
CHECK TOTAL FOR CHECK NUMBER 192489										\$ 198.00
192490; 09/05/2025; Outstanding; null										
	5394	GALL'S INC	032348714	08/26/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 25.51
	5394	GALL'S INC	032353857	08/26/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 117.46
	5394	GALL'S INC	032248684	08/15/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Duty Belt	\$ 30.99
	5394	GALL'S INC	032247964	08/15/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Hecke Patches	\$ 11.98
	5394	GALL'S INC	032247936	08/15/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Kernell Patches	\$ 10.56
	5394	GALL'S INC	032305996	08/21/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Asps	\$ 304.84
	5394	GALL'S INC	032269494	08/18/2025	POLICE		100-53000-501-000000	GENERAL SUPPLIES	Citation Clipboards	\$ 120.00
CHECK TOTAL FOR CHECK NUMBER 192490										\$ 621.34
192491; 09/05/2025; Outstanding; null										
	5587	911 CUSTOM LLC	59758	03/06/2025	FIRE SLS TX-PO		356-70000-305-000000	VEHICLES	Emergency and command equipment from replacement command and admin vehicles	\$ 13,522.00
	5587	911 CUSTOM LLC	61048	05/29/2025	FIRE SLS TX-PO		356-70000-305-000000	VEHICLES	Emergency and command equipment from replacement command and admin vehicles	\$ 62.00
CHECK TOTAL FOR CHECK NUMBER 192491										\$ 13,584.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192492; 09/05/2025; Outstanding; null										
	5710	K C BOBCAT INC.	18261113	08/29/2025	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	St Veh Maintenance - Street Sweeper	\$ 985.27
CHECK TOTAL FOR CHECK NUMBER 192492										\$ 985.27
192493; 09/05/2025; Outstanding; null										
	5719	INNOVATIVE CONCESSIONS	303001686	07/09/2025	PARKS & RECREATION		461-53005-451-0000 00	CONCESSION SUPPLIES	Dippin Dots - Sports Complex Concessions	\$ 1,934.40
CHECK TOTAL FOR CHECK NUMBER 192493										\$ 1,934.40
192494; 09/05/2025; Outstanding; null										
	5834	DORMAKABA USA INC	810533	08/21/2025	PARKS & RECREATION		465-57019-420-0000 00	BUILDING MAINTENANCE	Pool pump room exterior door replacement	\$ 2,678.67
CHECK TOTAL FOR CHECK NUMBER 192494										\$ 2,678.67
192495; 09/05/2025; Outstanding; null										
	5921	FLEX MADE EASY	LIB AUG 2025	08/26/2025	FINANCE		100-55044-140-0000 00	MISCELLANEOUS FEES	Flex Spending Acct Fees - Aug	\$ 50.00
CHECK TOTAL FOR CHECK NUMBER 192495										\$ 50.00
192496; 09/05/2025; Outstanding; null										
	5952	T & W TIRE LLC	3040133088	08/28/2025	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	612 Tires and Tire Repair	\$ 3,763.82
CHECK TOTAL FOR CHECK NUMBER 192496										\$ 3,763.82
192497; 09/05/2025; Void; null										
May-July Advertising Receipts	5965	CLAY CO MUSEUM & HISTORIAL SOC	12345	08/26/2025	TRANSIENT GUEST TAX		244-59009-119-0000 00	CONTRIBUTIONS TO PROJECTS	April - July Advertsing	** \$ 2,179.08
CHECK TOTAL FOR CHECK NUMBER 192497										\$ 0.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192498; 09/05/2025; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4309026	08/20/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 327.16
	6014	ZOLL MEDICAL CORPORATION	4306911	08/18/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 675.00
CHECK TOTAL FOR CHECK NUMBER 192498										\$ 1,002.16
192499; 09/05/2025; Outstanding; null										
	6045	VEENSTRA & KIMM INC	47412-16	08/22/2025	PUB WRKS-PO		352-57035-201-000000	BRIDGE MAINT REPLC PROJ	RICHFIELD RD BRIDGE DESIGN PROJECT	\$ 9,793.07
CHECK TOTAL FOR CHECK NUMBER 192499										\$ 9,793.07
192500; 09/05/2025; Outstanding; null										
	6120	FOLEY EQUIPMENT CO INC	PS400585669	08/27/2025	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	St Parts	\$ 85.80
CHECK TOTAL FOR CHECK NUMBER 192500										\$ 85.80
192501; 09/05/2025; Outstanding; null										
	6123	GT DISTRIBUTORS INC	INV1055848	08/22/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Mulch Belt Keeper	\$ 30.00
	6123	GT DISTRIBUTORS INC	INV1055739	08/21/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Massey Belt Keeper	\$ 30.00
	6123	GT DISTRIBUTORS INC	INV1055462	08/19/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Tourniquet Pouches/ Handcuff Pouches	\$ 694.30
CHECK TOTAL FOR CHECK NUMBER 192501										\$ 754.30
192502; 09/05/2025; Outstanding; null										
Mowing Week of 9.1.25	6136	KITCHS LAWNCARE & LANDSCAPING	3139	09/02/2025	CEMETERY MNTCE-PO	Mowing Week of 9.1.25	247-57024-204-000000	MOWING CONTRACT	Professional Mowing, Trimming, and Edging Services	\$ 2,310.00
CHECK TOTAL FOR CHECK NUMBER 192502										\$ 2,310.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192503; 09/05/2025; Outstanding; null										
	6196	AMERIGLASS CLEANING INC	197452	09/01/2025	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	Fire window cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 192503										\$ 80.00
192504; 09/05/2025; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002399540	08/31/2025	FIRE		100-53009-302-000000	CHEMICALS	Fire oxygen	\$ 42.72
CHECK TOTAL FOR CHECK NUMBER 192504										\$ 42.72
192505; 09/05/2025; Outstanding; null										
	6320	CHUCK ANDERSON FORD INC	FOCS187428	07/21/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	205 Brakes	\$ 574.10
CHECK TOTAL FOR CHECK NUMBER 192505										\$ 574.10
192506; 09/05/2025; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	14570	08/28/2025	FIRE		100-55025-300-000000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	14569	08/28/2025	FIRE		100-55025-300-000000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	14568	08/28/2025	FIRE		100-55025-300-000000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	14567	08/28/2025	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	Monthly Pest Control Service	\$ 43.00
	6333	PROFESSIONAL PEST SOLUTIONS	14566	08/28/2025	PARKS & RECREATION		461-59026-451-000000	MISCELLANEOUS EXPENSES	Pest Control	\$ 50.00
	6333	PROFESSIONAL PEST SOLUTIONS	14564	08/28/2025	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	pest control	\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 192506										\$ 243.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192507; 09/05/2025; Outstanding; null										
	6703	LIBERTY SOLAR, LLC	74	09/01/2025	NONE		461-56000-451-0000 00	ELECTRIC	SOLAR SERVICES	\$ 2,881.96
	6703	LIBERTY SOLAR, LLC	74	09/01/2025	NONE		591-56000-902-0000 00	ELECTRIC	SOLAR SERVICES	\$ 819.71
	6703	LIBERTY SOLAR, LLC	74	09/01/2025	NONE		590-56000-802-0000 00	ELECTRIC	SOLAR SERVICES	\$ 7,335.33
CHECK TOTAL FOR CHECK NUMBER 192507										\$ 11,037.00
192508; 09/05/2025; Outstanding; null										
	8355	CENTRAL JACKSON CO FPD	TC25-195	09/04/2025	FIRE		100-53017-303-0000 00	CPR TRAINING SUPPLIES	Fire CPR cards	\$ 750.00
CHECK TOTAL FOR CHECK NUMBER 192508										\$ 750.00
192509; 09/05/2025; Outstanding; null										
Meter Reads	8612	MIDWEST OFFICE TECHNOLOGY INC	INST472058	08/27/2025	ADMINISTRATI ON		100-53031-110-00000 0	COPIER LEASE & USAGE	Meter Reads	\$ 116.88
CHECK TOTAL FOR CHECK NUMBER 192509										\$ 116.88
192510; 09/05/2025; Outstanding; null										
	8861	FERRELL GAS	1131396106	08/26/2025	PUBLIC WORKS		100-53000-203-0000 00	GENERAL SUPPLIES	St Fuel	\$ 125.52
CHECK TOTAL FOR CHECK NUMBER 192510										\$ 125.52
192511; 09/05/2025; Outstanding; null										
	8901	THE WORK ZONE INC	73612	08/28/2025	PARKS & RECREATION		460-53032-400-0000 00	OUTSIDE PRINTING	No Sales Sign for City Park	\$ 44.70
CHECK TOTAL FOR CHECK NUMBER 192511										\$ 44.70
192512; 09/05/2025; Outstanding; null										
NRPA Conf	9025	B J STAAB	9/15-9/19/20 25	09/03/2025	FINANCE		460-54003-400-0000 00	MEALS PER DIEM	NRPA Conf	\$ 360.00
CHECK TOTAL FOR CHECK NUMBER 192512										\$ 360.00

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

City of Liberty
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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										
192513; 09/05/2025; Outstanding; null										
	999999	Robert Keller	2548537	08/28/2025	PARKS & RECREATION		465-44040-000-00000	ADULT - PIF	Buyers Remorse	\$ 42.25
CHECK TOTAL FOR CHECK NUMBER 192513										\$ 42.25
192514; 09/05/2025; Outstanding; null										
	204	CITY OF LIBERTY PETTY CASH	09-03-25	09/03/2025	FIRE		100-54004-303-00000	TRAINING COSTS	Fire travel expense	\$ 21.90
	204	CITY OF LIBERTY PETTY CASH	09-03-25	09/03/2025	FIRE		100-52008-301-00000	DETAIL ALLOWANCE	Fire detail reimbursement	\$ 15.54
	204	CITY OF LIBERTY PETTY CASH	09-03-25	09/03/2025	FIRE		100-52008-301-00000	DETAIL ALLOWANCE	Fire detail reimbursement	\$ 45.86
	204	CITY OF LIBERTY PETTY CASH	09-03-25	09/03/2025	FIRE		100-53007-300-00000	FOOD	Fire QI meeting supplies	\$ 28.52
	204	CITY OF LIBERTY PETTY CASH	09-03-25	09/03/2025	FIRE		100-57019-300-00000	BUILDING MAINTENANCE	Fire drinking fountain installation	\$ 206.05
	204	CITY OF LIBERTY PETTY CASH	09-03-25	09/03/2025	FIRE		100-59014-301-00000	CLOTHING EXPENSES	Fire uniform alterations	\$ 26.00
CHECK TOTAL FOR CHECK NUMBER 192514										\$ 343.87
192515; 09/05/2025; Outstanding; null										
2025 Youth and Adult Officiating Services	9209	LIBERTY SPORTS OFFICIALS	FALL 7-2025	08/22/2025	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	2025 sports official services	\$ 4,825.00
2025 Youth and Adult Officiating Services	9209	LIBERTY SPORTS OFFICIALS	FALL 6-2025	08/22/2025	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	2025 sports official services	\$ 905.00
2025 Youth and Adult Officiating Services	9209	LIBERTY SPORTS OFFICIALS	FALL 8-2025	09/01/2025	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	2025 sports official services	\$ 6,807.50
CHECK TOTAL FOR CHECK NUMBER 192515										\$ 12,537.50
Grand Total:										\$ 360,926.03

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

City of Liberty
AP List Checks Invoices

Notes :

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

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

September 12, 2025

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 09/11/2025 and 09/12/2025;

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										
192516; 09/12/2025; Outstanding; null										
	28	HAVENS CONSTRUCTION INC.	2	08/21/2025	PUB WRKS-PO		351-70020-201-000000	CONSTRUCTION CONTRACT	Contract Amount	\$ 17,413.35
CHECK TOTAL FOR CHECK NUMBER 192516										\$ 17,413.35
192517; 09/12/2025; Outstanding; null										
	84	QUALITY PLUMBING, INC.	135232241	09/04/2025	UTILITIES		591-57019-902-000000	BUILDING MAINTENANCE	Backflow Repair	\$ 674.08
	84	QUALITY PLUMBING, INC.	135232241	09/04/2025	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Backflow Repair	\$ 674.08
	84	QUALITY PLUMBING, INC.	135232241	09/04/2025	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Backflow Repair	\$ 674.08
CHECK TOTAL FOR CHECK NUMBER 192517										\$ 2,022.24
192518; 09/12/2025; Outstanding; null										
	186	PRIDE CLEANERS MJV-A LLC	168997-083125	09/01/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	August Jail Laundry	\$ 63.80
	186	PRIDE CLEANERS MJV-A LLC	333472-83125	09/01/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	August Uniform Cleaning	\$ 340.00
CHECK TOTAL FOR CHECK NUMBER 192518										\$ 403.80
192519; 09/12/2025; Outstanding; null										
	189	DELL MARKETING LP	10832860213	08/26/2025	TECH & LOGISTICS		100-60004-170-000000	MINOR COMPUTER EQUIPMENT	laptops and workstations	\$ 5,860.16
	189	DELL MARKETING LP	10829162406	08/05/2025	TECH & LOGISTICS		100-57016-170-000000	IT MAINTENANCE & SERVICES	server warranty renew	\$ 6,305.57
	189	DELL MARKETING LP	10832326768	08/23/2025	TECH & LOGISTICS		100-60004-170-000000	MINOR COMPUTER EQUIPMENT	laptops - standard	\$ 7,258.08
	189	DELL MARKETING LP	10832723979	08/26/2025	TECH & LOGISTICS		100-60004-170-000000	MINOR COMPUTER EQUIPMENT	Dell touchscreen parts	\$ 1,694.46
	189	DELL MARKETING LP	10829162406	08/05/2025	TECH & LOGISTICS		100-14001-000-000000	OTHER PREPAYMENTS	Prepay 2026	\$ 2,101.86
CHECK TOTAL FOR CHECK NUMBER 192519										\$ 23,220.13

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

City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192520; 09/12/2025; Outstanding; null										
	223	BIKE WORKS UNLIMITED LLC	302	09/02/2025	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Deep clean indoor pool deck	\$ 2,800.00
CHECK TOTAL FOR CHECK NUMBER 192520										\$ 2,800.00
192521; 09/12/2025; Outstanding; null										
	243	METROPOLITAN TELECOMM	0100531062-423	08/15/2025	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	pots lines	\$ 684.85
CHECK TOTAL FOR CHECK NUMBER 192521										\$ 684.85
192522; 09/12/2025; Outstanding; null										
	314	RICOH USA, INC	109431124	08/22/2025	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	Records Lease - September	\$ 153.81
CHECK TOTAL FOR CHECK NUMBER 192522										\$ 153.81
192523; 09/12/2025; Outstanding; null										
	380	CRIME SCENE CLEANERS LLC	1281	08/29/2025	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	211 Vehicle Clean Up	\$ 97.85
CHECK TOTAL FOR CHECK NUMBER 192523										\$ 97.85

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192524; 09/12/2025; Outstanding; null										
	391	LINEAGE MAILING SERVICES	307616	08/31/2025	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 360.50
	391	LINEAGE MAILING SERVICES	306619	08/31/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 74.59
	391	LINEAGE MAILING SERVICES	306619	08/31/2025	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 74.59
	391	LINEAGE MAILING SERVICES	307177	08/25/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util insert	\$ 2,584.55
	391	LINEAGE MAILING SERVICES	307177	08/25/2025	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util insert	\$ 2,584.55
	391	LINEAGE MAILING SERVICES	306622	08/31/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 537.08
	391	LINEAGE MAILING SERVICES	306622	08/31/2025	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 537.08
	391	LINEAGE MAILING SERVICES	306619	08/31/2025	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 216.53
	391	LINEAGE MAILING SERVICES	306619	08/31/2025	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 216.54
	391	LINEAGE MAILING SERVICES	306620	08/31/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 73.20
	391	LINEAGE MAILING SERVICES	306620	08/31/2025	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 73.19
	391	LINEAGE MAILING SERVICES	306622	08/31/2025	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 1,053.83
	391	LINEAGE MAILING SERVICES	306622	08/31/2025	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 1,053.83
	391	LINEAGE MAILING SERVICES	306623	08/31/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 646.71
	391	LINEAGE MAILING SERVICES	306623	08/31/2025	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	Util bill processing	\$ 646.70
	391	LINEAGE MAILING SERVICES	306620	08/31/2025	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 210.97

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192524; 09/12/2025; Outstanding; null										
	391	LINEAGE MAILING SERVICES	306620	08/31/2025	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 210.96
	391	LINEAGE MAILING SERVICES	307616	08/31/2025	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 181.78
	391	LINEAGE MAILING SERVICES	307616	08/31/2025	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 181.77
	391	LINEAGE MAILING SERVICES	306623	08/31/2025	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 1,553.82
	391	LINEAGE MAILING SERVICES	306623	08/31/2025	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 1,553.81
	391	LINEAGE MAILING SERVICES	307616	08/31/2025	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 360.49
CHECK TOTAL FOR CHECK NUMBER 192524										\$ 14,987.07
192525; 09/12/2025; Outstanding; null										
	603	WICKLUND'S CARSTAR INC	55264	09/09/2025	POLICE		100-57009-501-00000	VEHICLE MAINTENANCE	204 Repairs	\$ 2,500.00
CHECK TOTAL FOR CHECK NUMBER 192525										\$ 2,500.00
192526; 09/12/2025; Outstanding; null										
	610	FNF PETROLEUM	IFNF20066	08/06/2025	PARKS & RECREATION		460-57002-403-00000	DIESEL FUEL	Diesel Fuel	\$ 1,482.58
CHECK TOTAL FOR CHECK NUMBER 192526										\$ 1,482.58
192527; 09/12/2025; Cleared; 09/12/2025										
	617	STAR DEVELOPMENT CORP	SEPT2025	09/05/2025	NONE		709-55048-613-00000	DEVELOPER REIMBURSEMENT	SEPTEMBER 2025 PYMT	\$ 30,518.87
CHECK TOTAL FOR CHECK NUMBER 192527										\$ 30,518.87
192528; 09/12/2025; Outstanding; null										
	634	USABBLUEBOOK	INV00809414	08/26/2025	UTILITIES		591-53010-902-00000	LAB SUPPLIES	WWTP - PlantPRO Filters	\$ 374.28
CHECK TOTAL FOR CHECK NUMBER 192528										\$ 374.28

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192529; 09/12/2025; Outstanding; null										
	647	SECURITAS TECHNOLOGY CORP	6005265469	09/03/2025	UTILITIES		590-57005-802-0000 00	WATER PLANT MAINTENANCE	WTP - Security System Repair	\$ 285.00
CHECK TOTAL FOR CHECK NUMBER 192529										\$ 285.00
192530; 09/12/2025; Outstanding; null										
	667	MCINTIRE MANAGEMENT GROUP, INC	INV3520	09/05/2025	UTILITIES		593-70020-901-0000 00	CONSTRUCTION CONTRACT	Glenaire Sewer Project	\$ 673.00
CHECK TOTAL FOR CHECK NUMBER 192530										\$ 673.00
192531; 09/12/2025; Outstanding; null										
	669	MYRICK MECHANICAL	3134	08/29/2025	UTILITIES		591-57005-902-0000 00	WATER PLANT MAINTENANCE	WWTP - Material for Building Polymer Containment Structure	\$ 17,866.00
	669	MYRICK MECHANICAL	3133	08/29/2025	UTILITIES		591-57005-902-0000 00	WATER PLANT MAINTENANCE	WWTP - Labor for Building Polymer Containment Structure	\$ 14,811.00
CHECK TOTAL FOR CHECK NUMBER 192531										\$ 32,677.00
192532; 09/12/2025; Outstanding; null										
	713	KOHL WHOLESALE INC	1381152	09/03/2025	PARKS & REC- PO		461-53005-451-0000 00	CONCESSION SUPPLIES	Concession food and supplies for Sports Complex	\$ 2,362.03
CHECK TOTAL FOR CHECK NUMBER 192532										\$ 2,362.03
192533; 09/12/2025; Outstanding; null										
	715	POLYDYNE INC.	1960019	09/08/2025	UTILITIES		591-53009-902-0000 00	CHEMICALS	WWTP - Chemicals	\$ 10,032.00
CHECK TOTAL FOR CHECK NUMBER 192533										\$ 10,032.00
192534; 09/12/2025; Outstanding; null										
	728	CHERRYROAD MEDIA INC	AUG 2025	08/31/2025	FINANCE		100-53000-130-0000 00	GENERAL SUPPLIES	Fin Subscript Aug 2025	\$ 51.00
CHECK TOTAL FOR CHECK NUMBER 192534										\$ 51.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192535; 09/12/2025; Outstanding; null										
	777	STERICYCLE, INC.	8011776886	08/25/2025	MULTI		100-55044-130-000000	MISCELLANEOUS FEES	Finance	\$ 35.11
	777	STERICYCLE, INC.	8011776886	08/25/2025	MULTI		100-55044-111-000000	MISCELLANEOUS FEES	City Clerk	\$ 32.33
	777	STERICYCLE, INC.	8011776886	08/25/2025	MULTI		100-55044-140-000000	MISCELLANEOUS FEES	Personnel	\$ 24.25
	777	STERICYCLE, INC.	8011776886	08/25/2025	MULTI		100-55044-116-000000	MISCELLANEOUS FEES	Court	\$ 23.93
	777	STERICYCLE, INC.	8011776886	08/25/2025	MULTI		100-55044-501-000000	MISCELLANEOUS FEES	Records/Dispatch	\$ 137.71
CHECK TOTAL FOR CHECK NUMBER 192535										\$ 253.33
192536; 09/12/2025; Outstanding; null										
	781	TEKLAB, INC.	332857	09/04/2025	UTILITIES-PO		591-55020-902-000000	LAB FEES	Lab Fees	\$ 451.40
	781	TEKLAB, INC.	332856	09/04/2025	UTILITIES-PO		591-55020-902-000000	LAB FEES	Lab Fees	\$ 1,670.15
	781	TEKLAB, INC.	332660	09/02/2025	UTILITIES-PO		591-55020-902-000000	LAB FEES	Lab Fees	\$ 356.00
CHECK TOTAL FOR CHECK NUMBER 192536										\$ 2,477.55
192537; 09/12/2025; Outstanding; null										
	807	HALES MECHANICAL LLC	90119719	09/02/2025	PARKS & RECREATION		461-57019-451-000000	BUILDING MAINTENANCE	accumulation tank for 5 plex ac	\$ 1,193.28
CHECK TOTAL FOR CHECK NUMBER 192537										\$ 1,193.28
192538; 09/12/2025; Outstanding; null										
	820	BADGER METER, INC.	1753607	08/27/2025	UTILITIES		591-57003-902-000000	LIFT STATION MAINTENANCE	WWTP - Meter License	\$ 495.00
CHECK TOTAL FOR CHECK NUMBER 192538										\$ 495.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192539; 09/12/2025; Outstanding; null										
CS Leeds	859	SPENCER SCHWANDT	9/21-9/26/2025	08/28/2025	FINANCE		100-54000-501-000000	TRAINING TRAVEL	CS LEEDS	\$ 254.00
CHECK TOTAL FOR CHECK NUMBER 192539										\$ 254.00
192540; 09/12/2025; Outstanding; null										
	863	SMARSH INC.	INV-293537	08/31/2025	TECH & LOGISTICS		100-60002-170-000000	MINOR SOFTWARE	smarsh misc	\$ 6.67
CHECK TOTAL FOR CHECK NUMBER 192540										\$ 6.67
192541; 09/12/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-24965	09/05/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	233 Oil Change	\$ 46.98
CHECK TOTAL FOR CHECK NUMBER 192541										\$ 46.98
192542; 09/12/2025; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-000032577	08/31/2025	UTILITIES-PO		591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	Courtney Ridge	\$ 7,078.23
CHECK TOTAL FOR CHECK NUMBER 192542										\$ 7,078.23
192543; 09/12/2025; Outstanding; null										
	896	BUSINESS COMMUNICATIONS, INC	210768	09/08/2025	TECH & LOGISTICS		100-60004-170-000000	MINOR COMPUTER EQUIPMENT	switches	\$ 4,504.10
CHECK TOTAL FOR CHECK NUMBER 192543										\$ 4,504.10
192544; 09/12/2025; Outstanding; null										
	915	FIBER PLATFORM, LLC	SI-25-037911	09/01/2025	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	fiber circuit	\$ 7,682.00
CHECK TOTAL FOR CHECK NUMBER 192544										\$ 7,682.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192545; 09/12/2025; Outstanding; null										
	940	ENTERPRISE FM TRUST	651972-090425	09/04/2025	UTILITIES-PO		593-70000-901-000000	VEHICLES	s/b account 593-70000-901-000000 (1/2 truck to this account)	\$ 358.54
	940	ENTERPRISE FM TRUST	651972-090425	09/04/2025	UTILITIES-PO		592-70000-801-000000	VEHICLES	One (1) 2025 Ford Ranger XLT Supercrew (Utilities) (S/B 592-70000-801-000000 \$4,415.10)	\$ 358.55
CHECK TOTAL FOR CHECK NUMBER 192545										\$ 717.09
192546; 09/12/2025; Outstanding; null										
	965	MITCHELL A DECKER	1043	09/01/2025	UTILITIES-PO		591-55041-902-000000	CONTRACT LABOR	WWTP Admin Building & Bottom	\$ 1,173.32
	965	MITCHELL A DECKER	1043	09/01/2025	UTILITIES-PO		590-55041-802-000000	CONTRACT LABOR	WTP, Nashua Tower, Gordon Towe, Lee Chemical, Outfall Road	\$ 2,382.24
CHECK TOTAL FOR CHECK NUMBER 192546										\$ 3,555.56
192547; 09/12/2025; Outstanding; null										
	967	GREAT RIVER ASSOCIATES INC	22006	08/31/2025	UTILITIES-PO		593-70017-901-000000	ENGINEERING DESIGN	Due to the nature of the structure and environmental factors associated with the creek, specialized engineering expertise is required to develop a safe and effective repair solution.	\$ 9,664.13
CHECK TOTAL FOR CHECK NUMBER 192547										\$ 9,664.13
192548; 09/12/2025; Outstanding; null										
	978	P&P DEVELOPMENT, LLC	AUG/SEPT 2025	09/09/2025	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Barricade Storage (Aug/Sept 2025)	\$ 220.00
CHECK TOTAL FOR CHECK NUMBER 192548										\$ 220.00

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192549; 09/12/2025; Outstanding; null										
sunrise VW photoshoot	991	MOLLY KUPLEN	0465	09/01/2025	TRANSIENT GUEST TAX		244-55041-119-00000	CONTRACT LABOR	Councilwoman photo shoot	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 192549										\$ 100.00
192550; 09/12/2025; Outstanding; null										
Holiday Photo Shoot	991	MOLLY KUPLEN	0464	09/01/2025	TRANSIENT GUEST TAX		244-55041-119-00000	CONTRACT LABOR	Holiday Photo Shoot	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 192550										\$ 100.00
192551; 09/12/2025; Outstanding; null										
Sept. In KC Magazine full page ad	995	KC MEDIA LLC	7220	09/01/2025	TRANSIENT GUEST TAX	Sept. In KC Magazine full page ad	244-55028-119-00000	ADVERTISING	Sept. In KC Magazine full page ad	\$ 1,700.00
CHECK TOTAL FOR CHECK NUMBER 192551										\$ 1,700.00
192552; 09/12/2025; Outstanding; null										
	1020	HYDRO-KLEAN LLC	095827	08/31/2025	UTILITIES-PO		593-70020-901-00000	CONSTRUCTION CONTRACT	Monoform manhole rehabilitation for sewer trunk line with HK Solutions	\$ 71,100.00
CHECK TOTAL FOR CHECK NUMBER 192552										\$ 71,100.00
192553; 09/12/2025; Outstanding; null										
	1044	RHODES FENCE INC	AUGUST 29, 2025	08/29/2025	PUBLIC WORKS		100-57042-203-00000	CHEMICALS-STORM DRAIN REPAIR	Fence at 186 Grant St.	\$ 2,489.00
CHECK TOTAL FOR CHECK NUMBER 192553										\$ 2,489.00
192554; 09/12/2025; Outstanding; null										
	1216	CONSTRUCTION MATERIAL TRUCKING	5300736	08/27/2025	UTILITIES		591-55026-902-00000	FEES-LIME SLUDGE DISPOSAL	WWTP - Biosolids Removal	\$ 1,260.00
CHECK TOTAL FOR CHECK NUMBER 192554										\$ 1,260.00

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

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192555; 09/12/2025; Outstanding; null										
	1758	GEORGE BUTLER ASSOC INC	86941	04/18/2025	PUB WRKS-PO		354-59016-610-SLPRAB	FUTURE USE STUDY	Contract for Engineering Services	\$ 12,429.00
	1758	GEORGE BUTLER ASSOC INC	89108	08/25/2025	UTILITIES-PO		592-70017-801-0000 00	ENGINEERING DESIGN	Engineering Services	\$ 23,450.50
CHECK TOTAL FOR CHECK NUMBER 192555										\$ 35,879.50
192556; 09/12/2025; Outstanding; null										
	2210	HACH INC	14648202	08/28/2025	UTILITIES		591-60000-902-0000 00	MINOR EQUIPMENT	WWTP - Minor Equipment	\$ 11,653.00
CHECK TOTAL FOR CHECK NUMBER 192556										\$ 11,653.00
192557; 09/12/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85912595	09/09/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,650.54
CHECK TOTAL FOR CHECK NUMBER 192557										\$ 1,650.54
192558; 09/12/2025; Outstanding; null										
	2759	PUBLIC WATER DIST #5	7/8-8/8/2025	08/18/2025	FINANCE		590-55036-802-0000 00	WATER PURCHASES-KANSAS CITY	Water Service	\$ 473.66
	2759	PUBLIC WATER DIST #5	7/8-8/8/25	08/18/2025	FINANCE		591-57005-902-0000 00	WATER PLANT MAINTENANCE	Water Service	\$ 44.00
CHECK TOTAL FOR CHECK NUMBER 192558										\$ 517.66

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192559; 09/12/2025; Outstanding; null										
	2767	K C WINWATER WORKS CO	349547-01	08/25/2025	UTILITIES		591-57004-901-0000 00	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 203.00
	2767	K C WINWATER WORKS CO	349547-01	08/25/2025	UTILITIES		591-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #512	\$ 134.00
	2767	K C WINWATER WORKS CO	349734-01	08/25/2025	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #306	\$ 2,124.00
	2767	K C WINWATER WORKS CO	350171-01	08/28/2025	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #365,#335,#320	\$ 3,661.60
	2767	K C WINWATER WORKS CO	349516-01	08/25/2025	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 512.00
	2767	K C WINWATER WORKS CO	349722-01	08/20/2025	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 240.00
	2767	K C WINWATER WORKS CO	349068-02	08/25/2025	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #309	\$ 1,119.00
	2767	K C WINWATER WORKS CO	350055-01	08/28/2025	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #060	\$ 1,400.00
CHECK TOTAL FOR CHECK NUMBER 192559										\$ 9,393.60
192560; 09/12/2025; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281319639	09/08/2025	PARKS & RECREATION		465-57018-420-0000 00	MISC EQUIPMENT MAINT	Facility Mats 9.8.25	\$ 136.52
CHECK TOTAL FOR CHECK NUMBER 192560										\$ 136.52
192561; 09/12/2025; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	586618	09/09/2025	FIRE		100-57018-301-00000 0	MISC EQUIPMENT MAINT	Fire gas monitor	\$ 410.26
CHECK TOTAL FOR CHECK NUMBER 192561										\$ 410.26

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192562; 09/12/2025; Outstanding; null										
	3763	OUTDOOR RESTROOMS LLC	118744	09/10/2025	PARKS & RECREATION		460-60007-403-0000 00	EQUIPMENT RENTAL	Portable toilets	\$ 225.00
CHECK TOTAL FOR CHECK NUMBER 192562										\$ 225.00
192563; 09/12/2025; Outstanding; null										
	4147	CXT INC	90107919	09/05/2025	PARKS & REC-PO		353-70008-400-0000 00	GENERAL PARK IMPROVEMENTS	CXT "Cortez" 10' 3" X 17' Restroom Structure	\$ 87,893.00
CHECK TOTAL FOR CHECK NUMBER 192563										\$ 87,893.00
192564; 09/12/2025; Outstanding; null										
	4299	ZONES INC	K31962270101	09/08/2025	TECH & LOGISTICS		100-60002-170-0000 00	MINOR SOFTWARE	bluebeam addon	\$ 640.00
CHECK TOTAL FOR CHECK NUMBER 192564										\$ 640.00
192565; 09/12/2025; Outstanding; null										
Split across accounts according to the attached breakdown	4364	CHARTER COMMUNICATIONS	21960140109 0125	09/01/2025	TECH & LOGISTICS		465-55044-420-0000 00	MISCELLANEOUS FEES	CC Video Service	\$ 1,002.55
Split across accounts according to the attached breakdown	4364	CHARTER COMMUNICATIONS	21960140109 0125	09/01/2025	TECH & LOGISTICS		100-56008-170-0000 00	TELECOMMUNICATION N CIRCUITS	spectrum SIP & video	\$ 1,205.76
CHECK TOTAL FOR CHECK NUMBER 192565										\$ 2,208.31
192566; 09/12/2025; Outstanding; null										
	4393	MO ONE CALL SYSTEM INC	5080222	08/31/2025	UTILITIES		591-55002-901-0000 00	MISSOURI ONE CALL FEE	Locates - August 2025	\$ 318.60
	4393	MO ONE CALL SYSTEM INC	5080222	08/31/2025	UTILITIES		590-55002-801-0000 00	MISSOURI ONE CALL FEE	Locates - August 2025	\$ 318.60
CHECK TOTAL FOR CHECK NUMBER 192566										\$ 637.20

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192567; 09/12/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-250861025	08/26/2025	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	Generator Maintenance	\$ 1,054.78
CHECK TOTAL FOR CHECK NUMBER 192567										\$ 1,054.78
192568; 09/12/2025; Outstanding; null										
	4522	ENSZ & JESTER PC	50	08/31/2025	HR & RISK MGMT		100-55005-140-000000	LEGAL FEES	Legal fees	\$ 55.50
CHECK TOTAL FOR CHECK NUMBER 192568										\$ 55.50
192569; 09/12/2025; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	SEPTEMBER 2025	09/04/2025	TRNST GST TX-PO		244-59018-119-000000	HDLI CONTRACT	HDLI 2025 Contract	\$ 3,333.33
CHECK TOTAL FOR CHECK NUMBER 192569										\$ 3,333.33
192570; 09/12/2025; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	32274	08/24/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 1,032.87
	4693	LIBERTY AGGREGATES LLC	32274	08/24/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 1,032.88
CHECK TOTAL FOR CHECK NUMBER 192570										\$ 2,065.75
192571; 09/12/2025; Outstanding; null										
	4711	ALLIED OIL & TIRE COMPANY INC	0287580-IN	08/26/2025	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Dry Dieselall API DEF	\$ 276.42
	4711	ALLIED OIL & TIRE COMPANY INC	0287580-IN	08/26/2025	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Dry Dieselall API DEF	\$ 276.43
CHECK TOTAL FOR CHECK NUMBER 192571										\$ 552.85

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192572; 09/12/2025; Outstanding; null										
Name Change BC	4763	PRINTING UNLIMITED	73161	08/26/2025	PR & COMMUNICATION		100-53032-113-00000	OUTSIDE PRINTING	Name Change BC	\$ 55.14
	4763	PRINTING UNLIMITED	73263	09/05/2025	PR & COMMUNICATION		100-53032-113-00000	OUTSIDE PRINTING	September Utility Bill Insert	\$ 745.00
	4763	PRINTING UNLIMITED	73292	09/05/2025	PUBLIC WORKS		100-53000-201-0000	GENERAL SUPPLIES	Business Cards for J. Martinez	\$ 76.86
CHECK TOTAL FOR CHECK NUMBER 192572										\$ 877.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192573; 09/12/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	24113	09/04/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24069	09/06/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24115	09/05/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24068	09/05/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24129	09/06/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24131	09/06/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24130	09/06/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24112	09/04/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	23992	08/11/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	23993	08/04/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24128	09/05/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24121	09/05/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24051	08/30/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24124	09/06/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24065	09/06/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	23966	08/06/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 80.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192573; 09/12/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	24057	08/28/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Spay	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24070	08/29/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24049	08/29/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24055	08/31/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Neuter	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 192573										\$ 1,540.00
192574; 09/12/2025; Outstanding; null										
	4846	VALIDITY SCREENING SOLUTIONS	260275	09/01/2025	HR & RISK MGMT		100-55029-140-00000	RECRUITMENT EXPENSES	Background checks	\$ 392.75
CHECK TOTAL FOR CHECK NUMBER 192574										\$ 392.75
192575; 09/12/2025; Outstanding; null										
	5123	MO DEPT OF NATURAL RESOURCES	34602602085	08/06/2025	UTILITIES		590-55044-802-00000	MISCELLANEOUS FEES	Permit Fee	\$ 200.00
CHECK TOTAL FOR CHECK NUMBER 192575										\$ 200.00
192576; 09/12/2025; Outstanding; null										
	5204	ACME FLOOR CO INC	135676	09/04/2025	PARKS & RECREATION		465-57019-420-00000	BUILDING MAINTENANCE	Buff and resurfacing of gymnasium floor	\$ 2,514.00
CHECK TOTAL FOR CHECK NUMBER 192576										\$ 2,514.00
192577; 09/12/2025; Outstanding; null										
	5391	KANSAS CITY INDUSTRIAL CONTROL	25-7051	08/26/2025	UTILITIES		591-57005-902-00000	WATER PLANT MAINTENANCE	WWTP - New Actuator & Spare	\$ 4,205.66
CHECK TOTAL FOR CHECK NUMBER 192577										\$ 4,205.66

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192578; 09/12/2025; Outstanding; null										
	5394	GALL'S INC	032447337	09/04/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 104.98
	5394	GALL'S INC	032452774	09/05/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 185.19
	5394	GALL'S INC	032451445	09/05/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 225.65
	5394	GALL'S INC	032451389	09/05/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 25.98
	5394	GALL'S INC	032451330	09/05/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 22.49
	5394	GALL'S INC	032393643	08/29/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 17.18
	5394	GALL'S INC	032281626	08/19/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Asps	\$ 1,219.36
	5394	GALL'S INC	0323666626	08/27/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Kernell Class A	\$ 86.78
	5394	GALL'S INC	032321015	08/22/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Strohm Class A Shirt	\$ 96.76
	5394	GALL'S INC	032317655	08/22/2025	POLICE		100-53000-501-000000	GENERAL SUPPLIES	Road Runner Executive Measuring Wheel	\$ 134.30
	5394	GALL'S INC	032317654	08/22/2025	POLICE		100-53000-501-000000	GENERAL SUPPLIES	Secure Strap/ Restraint Belt	\$ 263.10
CHECK TOTAL FOR CHECK NUMBER 192578										\$ 2,381.77
192579; 09/12/2025; Outstanding; null										
	5460	VALVOLINE LLC	105917	08/08/2025	UTILITIES		590-57009-802-000000	VEHICLE MAINTENANCE	Serviced Vehicle #127	\$ 56.23
	5460	VALVOLINE LLC	107533	09/03/2025	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Serviced Vehicle #139	\$ 46.17
CHECK TOTAL FOR CHECK NUMBER 192579										\$ 102.40

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192580; 09/12/2025; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	6548	09/03/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Flanagan Class A	\$ 477.40
	5482	ALTERATIONS & CUSTOM SEWING ST	6418	09/02/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Hobbs Class A Alterations	\$ 488.90
	5482	ALTERATIONS & CUSTOM SEWING ST	6682	09/08/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Retiree Badges	\$ 811.26
CHECK TOTAL FOR CHECK NUMBER 192580										\$ 1,777.56
192581; 09/12/2025; Outstanding; null										
	5616	AMERICAN RESPONSE VEHICLES INC	18009	09/04/2025	FIRE		100-57009-302-000000	VEHICLE MAINTENANCE	Fire #624 shock replacement	\$ 1,356.65
CHECK TOTAL FOR CHECK NUMBER 192581										\$ 1,356.65
192582; 09/12/2025; Outstanding; null										
	5626	WEX BANK	107016614	08/31/2025	NONE		100-12023-000-000000	INVENTORY-GASOLINE		\$ 31,938.00
CHECK TOTAL FOR CHECK NUMBER 192582										\$ 31,938.00
192583; 09/12/2025; Outstanding; null										
	5708	MO WATER & WASTEWATER CONF	90759	09/03/2025	UTILITIES		590-59013-802-000000	MEMBERSHIP DUES	WTP - Dues Steven Harris	\$ 35.00
	5708	MO WATER & WASTEWATER CONF	90763	09/04/2025	UTILITIES		590-59013-802-000000	MEMBERSHIP DUES	WTP - Dues Denver Ison	\$ 35.00
	5708	MO WATER & WASTEWATER CONF	90763	09/04/2025	UTILITIES		590-54004-802-000000	TRAINING COSTS	WTP - Training Denver Ison	\$ 125.00
	5708	MO WATER & WASTEWATER CONF	90759	09/03/2025	UTILITIES		590-54004-802-000000	TRAINING COSTS	WTP - Training Steven Harris	\$ 125.00
CHECK TOTAL FOR CHECK NUMBER 192583										\$ 320.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192584; 09/12/2025; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD128035	09/02/2025	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Hydrated Lime	\$ 10,121.08
	5761	MISSISSIPPI LIME CO INC	CD126403	08/27/2025	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Hydrated Lime	\$ 9,437.68
	5761	MISSISSIPPI LIME CO INC	CD129258	09/05/2025	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Hydrated Lime	\$ 10,297.17
CHECK TOTAL FOR CHECK NUMBER 192584										\$ 29,855.93
192585; 09/12/2025; Outstanding; null										
	5767	BRENNTAG MID-SOUTH INC	BMS10909	09/05/2025	UTILITIES		590-53009-802-0000 00	CHEMICALS	WTP - Sodium Hypochlorite	\$ 8,845.24
	5767	BRENNTAG MID-SOUTH INC	BMS4383	08/27/2025	UTILITIES		590-53009-802-0000 00	CHEMICALS	WTP - Sodium Hypochlorite	\$ 8,856.85
CHECK TOTAL FOR CHECK NUMBER 192585										\$ 17,702.09
192586; 09/12/2025; Outstanding; null										
	5774	SCHULTE SUPPLY INC	S1233131.001	08/18/2025	UTILITIES		590-60015-801-0000 00	MINOR TOOLS	12" Descaler Belt Style	\$ 132.94
CHECK TOTAL FOR CHECK NUMBER 192586										\$ 132.94
192587; 09/12/2025; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4311688	08/25/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 365.00
	6014	ZOLL MEDICAL CORPORATION	4312457	08/26/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 274.00
	6014	ZOLL MEDICAL CORPORATION	4316509	09/02/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 81.18
CHECK TOTAL FOR CHECK NUMBER 192587										\$ 720.18

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192588; 09/12/2025; Cleared; 09/12/2025										
	6085	BRIXMOR SPE 5 LLC	SEPT2025	09/05/2025	NONE		605-55044-618-000000	MISCELLANEOUS FEES	SEPTEMBER 2025 PYMT	\$ 25,421.28
	6085	BRIXMOR SPE 5 LLC	SEPT2025	09/05/2025	NONE		100-48028-000-000000	TIF ADMINISTRATIVE FEE	SEPTEMBER ADMIN FEE	\$ (269.50)
	6085	BRIXMOR SPE 5 LLC	SEPT2025	09/05/2025	NONE		605-55008-618-000000	ADMINISTRATIVE FEES	SEPTEMBER ADMIN FEE	\$ 269.50
CHECK TOTAL FOR CHECK NUMBER 192588										\$ 25,421.28
192589; 09/12/2025; Outstanding; null										
	6100	MOAZ CONSTRUCTION INC	160	08/29/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Concrete - Clayview & Landmark	\$ 2,224.80
CHECK TOTAL FOR CHECK NUMBER 192589										\$ 2,224.80
192590; 09/12/2025; Outstanding; null										
	6120	FOLEY EQUIPMENT CO INC	SS700135524	09/04/2025	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Repairs - Caterpillar	\$ 551.90
	6120	FOLEY EQUIPMENT CO INC	SS700135524	09/04/2025	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	Repairs - Caterpillar	\$ 551.91
CHECK TOTAL FOR CHECK NUMBER 192590										\$ 1,103.81
192591; 09/12/2025; Outstanding; null										
Mowing Week of 9.8.25	6136	KITCHS LAWN CARE & LANDSCAPING	3205	09/09/2025	CEMETERY MNTCE-PO	Mowing Week of 9.8.25	247-57024-204-000000	MOWING CONTRACT	Professional Mowing, Trimming, and Edging Services	\$ 2,310.00
CHECK TOTAL FOR CHECK NUMBER 192591										\$ 2,310.00
192592; 09/12/2025; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	14565	08/28/2025	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Pest Control - August 2025	\$ 22.50
	6333	PROFESSIONAL PEST SOLUTIONS	14565	08/28/2025	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Pest Control - August 2025	\$ 22.50
CHECK TOTAL FOR CHECK NUMBER 192592										\$ 45.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192593; 09/12/2025; Outstanding; null										
	6354	CLINTON CO CIRCUIT COURT	100	08/26/2025	POLICE		100-53019-502-000000	ARMORY SUPPLIES	Range Fee	\$ 1,600.00
CHECK TOTAL FOR CHECK NUMBER 192593										\$ 1,600.00
192594; 09/12/2025; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-100815	09/10/2025	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	Window Cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 192594										\$ 80.00
192595; 09/12/2025; Outstanding; null										
	6467	ARC PHYSICAL THERAPY PLUS,	0902252930	09/02/2025	HR & RISK MGMT		591-54000-901-000000	TRAINING TRAVEL		\$ 600.00
CHECK TOTAL FOR CHECK NUMBER 192595										\$ 600.00
192596; 09/12/2025; Outstanding; null										
	6639	HAMPEL OIL INC	92019161	08/22/2025	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WTP - Powerdiesel TW	\$ 457.97
	6639	HAMPEL OIL INC	92019160	08/22/2025	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WTP - Powerdiesel TW	\$ 2,006.55
	6639	HAMPEL OIL INC	92019162	08/22/2025	UTILITIES		591-57003-902-000000	LIFT STATION MAINTENANCE	WWTP - Lift Station Powerdiesel TW	\$ 178.80
CHECK TOTAL FOR CHECK NUMBER 192596										\$ 2,643.32
192597; 09/12/2025; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC218614	08/28/2025	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Removed & Replaced Hose End - #120	\$ 291.89
CHECK TOTAL FOR CHECK NUMBER 192597										\$ 291.89
192598; 09/12/2025; Outstanding; null										
Make check out to FBI NA NY/EC Chapter Inc.	7304	FBI NAA	9/10/2025	09/10/2025	POLICE		100-54001-501-000000	REGISTRATION FEES	Massey FBI NA Training	\$ 900.00
CHECK TOTAL FOR CHECK NUMBER 192598										\$ 900.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192599; 09/12/2025; Cleared; 09/12/2025										
Please deposit payment to Bradley Boones Commerce Bank acco	7562	BRADLEY JASON BOONE	087	09/08/2025	IT-CONTRACT		100-55041-170-000000	CONTRACT LABOR	Brad Boone - ISO	\$ 9,614.00
CHECK TOTAL FOR CHECK NUMBER 192599										\$ 9,614.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192600; 09/12/2025; Outstanding; null										
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X08012025	07/23/2025	TECH & LOGISTICS		100-56007-302-0000 00	MOBILE PHONES	Fire (EMS)	\$ 44.93
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X08012025	07/23/2025	TECH & LOGISTICS		100-56007-170-0000 00	MOBILE PHONES	att - mobile phones (IT/PD)	\$ 452.53
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X09012025	08/23/2025	TECH & LOGISTICS		100-56007-170-0000 00	MOBILE PHONES	att - mobile phones (IT/PD)	\$ 110.61
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X08012025	07/23/2025	TECH & LOGISTICS		100-56007-300-0000 00	MOBILE PHONES	Fire (Admin)	\$ 1,233.29
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X08012025	07/23/2025	TECH & LOGISTICS		100-56007-304-0000 00	MOBILE PHONES	Fire (Prevent)	\$ 99.05
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X08012025	07/23/2025	TECH & LOGISTICS		100-56007-303-0000 00	MOBILE PHONES	Fire (Training)	\$ 57.81
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X09012025	08/23/2025	TECH & LOGISTICS		100-56007-300-0000 00	MOBILE PHONES	Fire (Admin)	\$ 1,260.59
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X09012025	08/23/2025	TECH & LOGISTICS		100-56007-304-0000 00	MOBILE PHONES	Fire (Prevent)	\$ 99.05
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X09012025	08/23/2025	TECH & LOGISTICS		100-56007-303-0000 00	MOBILE PHONES	Fire (Training)	\$ 57.81

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192600; 09/12/2025; Outstanding; null										
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X09012025	08/23/2025	TECH & LOGISTICS		100-56007-302-000000	MOBILE PHONES	Fire (EMS)	\$ 44.93
CHECK TOTAL FOR CHECK NUMBER 192600										\$ 3,460.60
192601; 09/12/2025; Outstanding; null										
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST473258	09/05/2025	PLANNING & DVLP		100-53031-150-000000	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 122.97
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST473258	09/05/2025	PLANNING & DVLP		100-53031-201-000000	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 122.97
CHECK TOTAL FOR CHECK NUMBER 192601										\$ 245.94
192602; 09/12/2025; Outstanding; null										
General Legal Fees	8654	CUNNINGHAM, VOGEL & ROST PC	70841	08/31/2025	ADMINISTRATI ON		100-55005-111-000000	LEGAL FEES	General Legal Fees	\$ 1,890.00
Railroad Contract Dispute	8654	CUNNINGHAM, VOGEL & ROST PC	70842	08/31/2025	ADMINISTRATI ON		100-55005-111-000000	LEGAL FEES	Railroad Contract Dispute	\$ 30,937.30
CHECK TOTAL FOR CHECK NUMBER 192602										\$ 32,827.30

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192603; 09/12/2025; Outstanding; null										
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		591-56007-902-0000 00	MOBILE PHONES	Wastewater (Treat)	\$ 351.45
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		460-56007-400-0000 00	MOBILE PHONES	Parks (Admin)	\$ 269.20
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		100-56007-302-0000 00	MOBILE PHONES	Fire (EMS)	\$ 400.36
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		100-57018-511-00000 0	MISC EQUIPMENT MAINT	PD	\$ 712.33
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		100-56007-170-0000 00	MOBILE PHONES	verizon - IT	\$ 3,342.59
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		461-56007-451-0000 00	MOBILE PHONES	Parks (Sports)	\$ 503.08
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		460-56007-403-0000 00	MOBILE PHONES	Parks (Maint)	\$ 76.20
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		465-56007-420-0000 00	MOBILE PHONES	Parks (LCC)	\$ 153.40
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		100-56007-480-0000 00	MOBILE PHONES	Parks (ComSvc)	\$ 38.60

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

City of Liberty
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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										
192603; 09/12/2025; Outstanding; null										
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		591-56007-901-000000	MOBILE PHONES	Wastewater (Maint)	\$ 852.86
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		591-56007-131-000000	MOBILE PHONES	Utilities/Wastewater (Util Billing)	\$ 382.00
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		591-56007-903-000000	MOBILE PHONES	Wastewater (Admin)	\$ 76.23
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		100-56007-482-000000	MOBILE PHONES	Parks (Trans)	\$ 270.20
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		590-56007-802-000000	MOBILE PHONES	Water (Supply)	\$ 366.99
Split across accounts according to the attached breakdown	8933	VERIZON	6120639962	08/09/2025	TECH & LOGISTICS		590-56007-803-000000	MOBILE PHONES	Water (Supply) Admin	\$ 37.60
CHECK TOTAL FOR CHECK NUMBER 192603										\$ 7,833.09
192604; 09/12/2025; Outstanding; null										
	8963	UNITED RENTALS - NORTH AMERICA	251482130-001	08/14/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Road Plates - Glenn Hendren	\$ 902.00
CHECK TOTAL FOR CHECK NUMBER 192604										\$ 902.00
192605; 09/12/2025; Outstanding; null										
WTR REFUND	999999	SANTOS/RETZE	34081	06/15/2022	NONE	WTR REFUND	590-20019-000-000000	WATER REFUNDS	WTR REFUND	\$ 102.85
CHECK TOTAL FOR CHECK NUMBER 192605										\$ 102.85

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192606; 09/12/2025; Outstanding; null										
	999999	Doug Carter	2025 REFUND	09/04/2025	PLANNING & DVLP		100-22103-000-0000 00	FIREWORKS STAND DEPOSITS	Fireworks Stand Retail Sale Clean-up Fee Deposit	\$ 1,500.00
CHECK TOTAL FOR CHECK NUMBER 192606										\$ 1,500.00
192607; 09/12/2025; Outstanding; null										
	999999	Marie Meierhofer	2552796	09/05/2025	PARKS & RECREATION		465-44067-000-0000 00	PERSONAL TRAINING	Overcharged	\$ 102.00
CHECK TOTAL FOR CHECK NUMBER 192607										\$ 102.00
192608; 09/12/2025; Outstanding; null										
	999999	Brett Briggs	2554401	09/08/2025	PARKS & RECREATION		465-44041-000-0000 00	ADULT - MONTHLY	Moved	\$ 168.25
CHECK TOTAL FOR CHECK NUMBER 192608										\$ 168.25
192609; 09/12/2025; Outstanding; null										
	999999	Janet Ball	2554492	09/08/2025	PARKS & RECREATION		465-44043-000-0000 00	SENIOR - MONTHLY	Cancelled PIF	\$ 115.00
CHECK TOTAL FOR CHECK NUMBER 192609										\$ 115.00
192610; 09/12/2025; Outstanding; null										
	999999	Ben Koehn	2554974	09/08/2025	PARKS & RECREATION		465-20010-000-0000 00	REFUNDS PAYABLE	Swim Lesson Refund	\$ 64.00
CHECK TOTAL FOR CHECK NUMBER 192610										\$ 64.00
192611; 09/12/2025; Outstanding; null										
	999999	Lindsey Sutton	2555132	09/09/2025	PARKS & RECREATION		461-44085-000-0000 00	YOUTH VOLLEYBALL	Not Playing	\$ 105.00
CHECK TOTAL FOR CHECK NUMBER 192611										\$ 105.00
192612; 09/12/2025; Outstanding; null										
	999999	David Mutoni	2555530	09/09/2025	PARKS & RECREATION		465-44055-000-0000 00	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,632.50
CHECK TOTAL FOR CHECK NUMBER 192612										\$ 1,632.50

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
192613; 09/12/2025; Outstanding; null										
	999999	Kansas Turnpike Authority	35909082	08/31/2025	POLICE		100-54000-501-000000	TRAINING TRAVEL	Pernice Training Travel	\$ 36.38
CHECK TOTAL FOR CHECK NUMBER 192613										\$ 36.38
192614; 09/12/2025; Outstanding; null										
	639	LISA SHANNON	016	09/09/2025	COURT		100-55041-116-000000	CONTRACT LABOR	SEP INVOICE	\$ 185.00
CHECK TOTAL FOR CHECK NUMBER 192614										\$ 185.00
192615; 09/12/2025; Outstanding; null										
2025 Youth and Adult Officiating Services	9209	LIBERTY SPORTS OFFICIALS	FALL 9-2025	09/04/2025	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	2025 sports official services	\$ 6,921.50
CHECK TOTAL FOR CHECK NUMBER 192615										\$ 6,921.50
Grand Total:										\$ 614,995.02

Notes :

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

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

Fiscal Year: 2025 Journal entry number: 2259 Journal entry date: 08/29/2025 UMB Visa August 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
584	100-10001-000-000000	CASH AND INVESTMENTS		.00	51,809.28
171	100-20017-000-000000	CRIMINAL HISTORY CHECK FEE	Mo State Hwy Patrol	450.00	.00
	7674 CARD CENTER		N		
32	100-60000-110-000000	MINOR EQUIPMENT	Amazon Mktpl	142.48	.00
	7674 CARD CENTER		N		
432	100-55044-111-000000	MISCELLANEOUS FEES	4te*clay Co Mo Recorder	4.55	.00
	7674 CARD CENTER		N		
33	100-60000-111-000000	MINOR EQUIPMENT	Amazon Mktpl	142.48	.00
	7674 CARD CENTER		N		
470	100-54000-113-000000	TRAINING TRAVEL	4te*3cma	65.00	.00
	7674 CARD CENTER		N		
17	100-54001-113-000000	REGISTRATION FEES	Ku Public Mgmt Ctr	190.00	.00
	7674 CARD CENTER		N		
480	100-54001-113-000000		Liberty Ch* Mo	20.00	.00
	7674 CARD CENTER		N		
Totals for account: 100-54001-113-000000				210.00	*
491	100-59026-113-000000	MISCELLANEOUS EXPENSES	Datavideo Corporation	209.00	.00
	7674 CARD CENTER		N		
553	100-59004-116-000000	MEETING EXPENSE	McAlisters 100967	78.97	.00
	7674 CARD CENTER		N		
289	100-53000-130-000000	GENERAL SUPPLIES	Amazon Mktpl	19.62	.00
	7674 CARD CENTER		N		
335	100-53000-130-000000		Amazon Mktpl	74.96	.00
	7674 CARD CENTER		N		
384	100-53000-130-000000		Amazon Mktpl	156.79	.00
	7674 CARD CENTER		N		
387	100-53000-130-000000		Amazon Mktpl	29.39	.00
	7674 CARD CENTER		N		
408	100-53000-130-000000		Amazon Mktpl	63.26	.00
	7674 CARD CENTER		N		
Totals for account: 100-53000-130-000000				344.02	*
172	100-55044-130-000000	MISCELLANEOUS FEES	Mo State Hwy Patrol	9.25	.00
	7674 CARD CENTER		N		
163	100-59013-130-000000	MEMBERSHIP DUES	Government Finance Offic	75.00	.00
	7674 CARD CENTER		N		

Fiscal Year: 2025 Journal entry number: 2259 Journal entry date: 08/29/2025 UMB Visa August 2025

Fiscal Year: 2025 Journal entry number: 2259 Journal entry date: 08/29/2025 UMB Visa August 2025

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
234	100-53000-140-000000	GENERAL SUPPLIES	Amazon.Com*f402u1lt3	6.99	.00
	7674 CARD CENTER		N		
261	100-53000-140-000000		Amazon Mktpl	121.99	.00
	7674 CARD CENTER		N		
Totals for account: 100-53000-140-000000				128.98	*
534	100-54004-140-000000	EMPLOYEE ISSUES & FUNCTIONS	Marc Pymt* Inv-3704	855.00	.00
	7674 CARD CENTER		N		
560	100-59013-140-000000	MEMBERSHIP DUES	Prima	425.00	.00
	7674 CARD CENTER		N		
305	100-53000-150-000000	GENERAL SUPPLIES	Odp Bus Sol Llc # 101079	48.29	.00
	7674 CARD CENTER		N		
274	100-55031-150-000000	LEGAL ADS	Column Public Notice	29.50	.00
	7674 CARD CENTER		N		
517	100-55031-150-000000		Column Public Notice	32.75	.00
	7674 CARD CENTER		N		
581	100-55031-150-000000		Column Public Notice	22.16	.00
	7674 CARD CENTER		N		
Totals for account: 100-55031-150-000000				84.41	*
30	100-54000-151-000000	TRAINING TRAVEL	Jasonphelps	195.00	.00
	7674 CARD CENTER		N		
177	100-57009-151-000000	VEHICLE MAINTENANCE	Sq *castrol Pro Lube Exp	59.87	.00
	7674 CARD CENTER		N		
306	100-57009-151-000000		Amazon Reta* U71e42ao3	239.99	.00
	7674 CARD CENTER		N		
Totals for account: 100-57009-151-000000				299.86	*
224	100-59020-151-000000	SAFETY EQUIPMENT	Happy Times	10.40	.00
	7674 CARD CENTER		N		
55	100-60015-151-000000	MINOR TOOLS	Sutherlands 1214	33.57	.00
	7674 CARD CENTER		N		
427	100-59026-160-000000	MISCELLANEOUS EXPENSES	Ku Public Mgmt Ctr	1,800.00	.00
	7674 CARD CENTER		N		
435	100-59026-160-000000		Ku Public Mgmt Ctr	3,600.00	.00
	7674 CARD CENTER		N		
Totals for account: 100-59026-160-000000				5,400.00	*

Fiscal Year: 2025 Journal entry number: 2259 Journal entry date: 08/29/2025 UMB Visa August 2025

Fiscal Year: 2025 Journal entry number: 2259 Journal entry date: 08/29/2025 UMB Visa August 2025

JE Account Number			Description		Item Description				Debit	Credit
Line					No				Amount	Amount
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Split	PO Item	Encumbrance	Employee Asset id	
Number	Number				Number	Seq Number	Compl	Liquid Amt	Number	
119	100-53000-170-000000		GENERAL SUPPLIES		Chuck Anderson		Ford			
	7674	CARD CENTER					N			173.54 .00
458	100-53000-170-000000				Amazon MktpL					17.59 .00
	7674	CARD CENTER					N			
505	100-53000-170-000000				Lowes #01565					9.80 .00
	7674	CARD CENTER					N			
543	100-53000-170-000000				Amazon MktpL					16.99 .00
	7674	CARD CENTER					N			
557	100-53000-170-000000				Lowes #01565					29.32 .00
	7674	CARD CENTER					N			
559	100-53000-170-000000				Lowes #01565					5.47 .00
	7674	CARD CENTER					N			
Totals for account: 100-53000-170-000000									252.71	*
10	100-54000-170-000000		TRAINING TRAVEL		Southwes					427.14 .00
	7674	CARD CENTER					N			
108	100-54000-170-000000				Southwes					444.96 .00
	7674	CARD CENTER					N			
373	100-54000-170-000000				Swa*hvy Bag					135.00 .00
	7674	CARD CENTER					N			
378	100-54000-170-000000				Grand Hyatt San Diego					1,649.88 .00
	7674	CARD CENTER					N			
381	100-54000-170-000000				Swa*excs_bag					35.00 .00
	7674	CARD CENTER					N			
390	100-54000-170-000000				Southwes					.00 170.00
	7674	CARD CENTER					N			
394	100-54000-170-000000				Swa*excs_bag					35.00 .00
	7674	CARD CENTER					N			
403	100-54000-170-000000				Grand Hyatt San Diego					1,894.31 .00
	7674	CARD CENTER					N			
413	100-54000-170-000000				Omni San Diego Front D					2,045.56 .00
	7674	CARD CENTER					N			
521	100-54000-170-000000				Swa*excs_bag					35.00 .00
	7674	CARD CENTER					N			
Totals for account: 100-54000-170-000000									6,701.85	170.00 *
152	100-54001-170-000000		REGISTRATION FEES		Zoho Corp					499.00 .00
	7674	CARD CENTER					N			

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JE Account Number			Description	Item Description					Debit	Credit
Line				No					Amount	Amount
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Po	PO Item	Encumbrance	Employee Asset id	
Number	Number				Number	Split	Compl	Liquid Amt	Number	
						Seq Number				
136	100-54004-170-000000		TRAINING COSTS			Zoho Corp				
	7674 CARD CENTER						N			499.00 .00
122	100-55001-170-000000		INTERNET SERVICE FEES			Amazon Web Services				
	7674 CARD CENTER						N			48.02 .00
167	100-55001-170-000000					Spectrum				
	7674 CARD CENTER						N			899.00 .00
168	100-55001-170-000000					Spectrum				
	7674 CARD CENTER						N			336.22 .00
Totals for account: 100-55001-170-000000									1,283.24	
363	100-55044-170-000000		MISCELLANEOUS FEES			Google*gsuite/Frd Adj				
	7674 CARD CENTER						N			.00 12.00
457	100-56007-170-000000		MOBILE PHONES			Amazon MktpL				
	7674 CARD CENTER						N			15.99 .00
417	100-57012-170-000000		OFFICE EQUIPMENT MAINTENANCE			Amazon MktpL				
	7674 CARD CENTER						N			110.00 .00
53	100-57030-170-000000		SOFTWARE MAINTENANCE			Keepersecurity.Com				
	7674 CARD CENTER						N			150.00 .00
162	100-60000-170-000000		MINOR EQUIPMENT			Amazon.Com*g21py0ub3				
	7674 CARD CENTER						N			18.61 .00
227	100-60000-170-000000					Amazon MktpL				
	7674 CARD CENTER						N			238.99 .00
347	100-60000-170-000000					The Ups Store 2836				
	7674 CARD CENTER						N			118.44 .00
365	100-60000-170-000000					Amazon MktpL				
	7674 CARD CENTER						N			209.95 .00
Totals for account: 100-60000-170-000000									585.99	
160	100-60004-170-000000		MINOR COMPUTER EQUIPMENT			Amazon MktpL				
	7674 CARD CENTER						N			44.00 .00
231	100-60004-170-000000					Amazon MktpL				
	7674 CARD CENTER						N			212.38 .00
238	100-60004-170-000000					Amazon MktpL				
	7674 CARD CENTER						N			12.86 .00
273	100-60004-170-000000					Amazon MktpL				
	7674 CARD CENTER						N			70.54 .00
346	100-60004-170-000000					Amazon MktpL				
	7674 CARD CENTER						N			172.94 .00

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JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po PO Item Compl Encumbrance Liquid Amt Employee Asset id Number		
			Seq Number		
398	100-60004-170-000000	MINOR COMPUTER EQUIPMENT	Amazon MktpL	263.89	.00
	7674 CARD CENTER		N		
411	100-60004-170-000000		Amazon MktpL	49.68	.00
	7674 CARD CENTER		N		
430	100-60004-170-000000		Amazon MktpL	349.95	.00
	7674 CARD CENTER		N		
561	100-60004-170-000000		Amazon.Com*n19uk4a01	89.95	.00
	7674 CARD CENTER		N		
Totals for account: 100-60004-170-000000				1,266.19	*
161	100-70002-170-000000	COMPUTER EQUIPMENT	Amazon Reta* I53f87zw3	863.87	.00
	7674 CARD CENTER		N		
523	100-53000-201-000000	GENERAL SUPPLIES	Odp Bus Sol Llc # 101079	79.70	.00
	7674 CARD CENTER		N		
524	100-53000-201-000000		Odp Bus Sol Llc # 101079	8.82	.00
	7674 CARD CENTER		N		
Totals for account: 100-53000-201-000000				88.52	*
380	100-54000-201-000000	TRAINING TRAVEL	United	88.49	.00
	7674 CARD CENTER		N		
383	100-54000-201-000000		Southwes	189.48	.00
	7674 CARD CENTER		N		
420	100-54000-201-000000		Expedia 73178089286690	1.73	.00
	7674 CARD CENTER		N		
Totals for account: 100-54000-201-000000				279.70	*
314	100-59004-201-000000	MEETING EXPENSE	Www.Apwa.Net	50.00	.00
	7674 CARD CENTER		N		
567	100-59014-201-000000	CLOTHING EXPENSES	Happy Times	60.00	.00
	7674 CARD CENTER		N		
67	100-57020-202-000000	FACILITIES MAINTENANCE	Tractor Supply #794	34.99	.00
	7674 CARD CENTER		N		
218	100-57020-202-000000		Charles D Jones/Nkc	521.40	.00
	7674 CARD CENTER		N		
245	100-57020-202-000000		Personal Touch Engraving	11.00	.00
	7674 CARD CENTER		N		
249	100-57020-202-000000		In *siebert - Dt Llc	40.00	.00
	7674 CARD CENTER		N		

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JE Line	Account Number	Description	Item No	Description	Debit Amount	Credit Amount			
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Item Split Seq Number	Encumbrance Liquid Amt	Employee Number	Asset id
254	100-57020-202-000000		FACILITIES MAINTENANCE		The Home Depot #3019		159.96		.00
	7674	CARD CENTER			N				
268	100-57020-202-000000				Amazon MktpL		299.00		.00
	7674	CARD CENTER			N				
294	100-57020-202-000000				Sp Sweepscrub.Com		371.40		.00
	7674	CARD CENTER			N				
300	100-57020-202-000000				Personal Touch Engraving		19.00		.00
	7674	CARD CENTER			N				
303	100-57020-202-000000				Amazon Reta* BL2h327v3		19.99		.00
	7674	CARD CENTER			N				
312	100-57020-202-000000				Lowes #01565		8.48		.00
	7674	CARD CENTER			N				
324	100-57020-202-000000				Lowes #01565		9.96		.00
	7674	CARD CENTER			N				
345	100-57020-202-000000				Lowes #01565		11.26		.00
	7674	CARD CENTER			N				
353	100-57020-202-000000				Amazon MktpL		374.36		.00
	7674	CARD CENTER			N				
354	100-57020-202-000000				Sp Sweepscrub.Com		211.60		.00
	7674	CARD CENTER			N				
Totals for account: 100-57020-202-000000							2,092.40		
12	100-53000-203-000000		GENERAL SUPPLIES		Harbor Freight Tools 388		349.95		.00
	7674	CARD CENTER			N				
213	100-53000-203-000000				Oreilly 142		47.97		.00
	7674	CARD CENTER			N				
266	100-53000-203-000000				Feldmans Farm And Home		2.29		.00
	7674	CARD CENTER			N				
307	100-53000-203-000000				The Home Depot #3019		156.80		.00
	7674	CARD CENTER			N				
320	100-53000-203-000000				Amazon.Com*oy7db7mm3		23.70		.00
	7674	CARD CENTER			N				
359	100-53000-203-000000				Lowes #01565		39.90		.00
	7674	CARD CENTER			N				
369	100-53000-203-000000				Lowes #01565		7.98		.00
	7674	CARD CENTER			N				
372	100-53000-203-000000				Lowes #01565		24.98		.00
	7674	CARD CENTER			N				

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JE Account Number			Description		Item Description					Debit	Credit
Line					No					Amount	Amount
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Po	PO Item	Encumbrance	Employee Asset id		
Number	Number				Number	Split	Compl	Liquid Amt	Number		
						Seq Number					
501	100-53000-203-000000		GENERAL SUPPLIES		Sutherlands	1214				12.99	.00
	7674 CARD CENTER					N					
Totals for account: 100-53000-203-000000										666.56	
15	100-57009-203-000000		VEHICLE MAINTENANCE		Diesel Solutions llc					361.99	.00
	7674 CARD CENTER					N					
102	100-57009-203-000000				Amazon MktpL					64.99	.00
	7674 CARD CENTER					N					
105	100-57009-203-000000				Amazon Reta*	7049q6in3				237.98	.00
	7674 CARD CENTER					N					
118	100-57009-203-000000				Feldmans Farm And Home					1.80	.00
	7674 CARD CENTER					N					
153	100-57009-203-000000				Amazon MktpL					22.99	.00
	7674 CARD CENTER					N					
156	100-57009-203-000000				Advance Auto Parts #6969					53.35	.00
	7674 CARD CENTER					N					
281	100-57009-203-000000				Feldmans Farm And Home					146.24	.00
	7674 CARD CENTER					N					
328	100-57009-203-000000				Westlake Hardware #174					34.99	.00
	7674 CARD CENTER					N					
330	100-57009-203-000000				Harbor Freight Tools 388					63.98	.00
	7674 CARD CENTER					N					
338	100-57009-203-000000				Amazon MktpL					27.30	.00
	7674 CARD CENTER					N					
344	100-57009-203-000000				Car Parts Distributing I					340.30	.00
	7674 CARD CENTER					N					
374	100-57009-203-000000				Oreilly 142					587.13	.00
	7674 CARD CENTER					N					
379	100-57009-203-000000				Amazon MktpL					40.99	.00
	7674 CARD CENTER					N					
428	100-57009-203-000000				The Home Depot #3019					4.98	.00
	7674 CARD CENTER					N					
443	100-57009-203-000000				Amazon MktpL					118.20	.00
	7674 CARD CENTER					N					
444	100-57009-203-000000				Feldmans Farm And Home					23.99	.00
	7674 CARD CENTER					N					
494	100-57009-203-000000				Oreilly 142					11.99	.00
	7674 CARD CENTER					N					

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Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
498	100-57009-203-000000	VEHICLE MAINTENANCE	Lowes #01565	23.98	.00
	7674 CARD CENTER		N		
538	100-57009-203-000000		Reeves-Wiedeman - Libert	52.98	.00
	7674 CARD CENTER		N		
566	100-57009-203-000000		Sq *castrol Pro Lube Exp	78.35	.00
	7674 CARD CENTER		N		
Totals for account: 100-57009-203-000000				2,298.50	*
317	100-57012-203-000000	OFFICE EQUIPMENT MAINTENANCE	Office Depot #2167	36.67	.00
	7674 CARD CENTER		N		
157	100-57019-203-000000	BUILDING MAINTENANCE	Lowes #01565	72.16	.00
	7674 CARD CENTER		N		
165	100-59014-203-000000	CLOTHING EXPENSES	Amazon MktpL	99.99	.00
	7674 CARD CENTER		N		
197	100-59014-203-000000		Wal-Mart #0234	49.96	.00
	7674 CARD CENTER		N		
462	100-59014-203-000000		Feldmans Farm And Home	103.88	.00
	7674 CARD CENTER		N		
Totals for account: 100-59014-203-000000				253.83	*
38	100-59015-203-000000	PROTECTIVE CLOTHING	Independence Fameyecare	200.00	.00
	7674 CARD CENTER		N		
382	100-59026-203-000000	MISCELLANEOUS EXPENSES	White Cap #125	99.54	.00
	7674 CARD CENTER		N		
255	100-53000-300-000000	GENERAL SUPPLIES	Odp Bus Sol Llc # 101079	128.21	.00
	7674 CARD CENTER		N		
397	100-53000-300-000000		Odp Bus Sol Llc # 101079	13.84	.00
	7674 CARD CENTER		N		
402	100-53000-300-000000		Odp Bus Sol Llc # 101079	21.78	.00
	7674 CARD CENTER		N		
421	100-53000-300-000000		Odp Bus Sol Llc# 106869	21.08	.00
	7674 CARD CENTER		N		
Totals for account: 100-53000-300-000000				184.91	*
35	100-53008-300-000000	MAINTENANCE MATERIALS	Amazon MktpL	94.98	.00
	7674 CARD CENTER		N		
70	100-54000-300-000000	TRAINING TRAVEL	Southwes	652.35	.00
	7674 CARD CENTER		N		

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JE Account Number			Description	Item Description					Debit	Credit
Line				No					Amount	Amount
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Split	PO Item	Encumbrance	Employee Asset id	
Number	Number				Number	Seq Number	Compl	Liquid Amt	Number	
87	100-54004-300-000000		TRAINING COSTS		Bhb 501c3					
	7674 CARD CENTER						N		200.00	.00
104	100-57009-300-000000		VEHICLE MAINTENANCE		McBee Coffee & Carwash -				21.99	.00
	7674 CARD CENTER						N			
181	100-57009-300-000000				McBee Coffee & Carwash -				21.99	.00
	7674 CARD CENTER						N			
Totals for account: 100-57009-300-000000									43.98	*
406	100-57018-300-000000		MISC EQUIPMENT MAINT		Lowes #01565				13.46	.00
	7674 CARD CENTER						N			
123	100-57019-300-000000		BUILDING MAINTENANCE		The Home Depot #3019				128.89	.00
	7674 CARD CENTER						N			
482	100-57019-300-000000				Lowes #01565				623.98	.00
	7674 CARD CENTER						N			
533	100-57019-300-000000				Lowes #01565				262.16	.00
	7674 CARD CENTER						N			
549	100-57019-300-000000				Feldmans Farm And Home				165.96	.00
	7674 CARD CENTER						N			
Totals for account: 100-57019-300-000000									1,180.99	*
208	100-59010-300-000000		POSTAGE		Usps Kiosk 2846869550				9.45	.00
	7674 CARD CENTER						N			
211	100-59010-300-000000				Usps Kiosk 2846869550				23.40	.00
	7674 CARD CENTER						N			
Totals for account: 100-59010-300-000000									32.85	*
69	100-53008-301-000000		MAINTENANCE MATERIALS		Amazon MktpL				94.64	.00
	7674 CARD CENTER						N			
295	100-53012-301-000000		EQUIPMENT SUPPLIES		Lowes #01565				17.94	.00
	7674 CARD CENTER						N			
368	100-53014-301-000000		STATION SUPPLIES		Wm Supercenter #1094				49.97	.00
	7674 CARD CENTER						N			
72	100-57009-301-000000		VEHICLE MAINTENANCE		Covercraft Industries				837.59	.00
	7674 CARD CENTER						N			
106	100-57009-301-000000				Amazon MktpL				1,392.17	.00
	7674 CARD CENTER						N			
113	100-57009-301-000000				The Home Depot #3019				51.92	.00
	7674 CARD CENTER						N			

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JE Account Number			Description	Item Description					Debit	Credit
Line				No					Amount	Amount
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Split	PO Item	Encumbrance	Employee Asset id	
Number	Number				Number	Seq Number	Compl	Liquid Amt	Number	
115	100-57009-301-000000		VEHICLE MAINTENANCE		Amazon MktpL				71.02	.00
	7674 CARD CENTER						N			
139	100-57009-301-000000				Www.Putco.Com				443.99	.00
	7674 CARD CENTER						N			
148	100-57009-301-000000				Harbor Freight Tools 388				129.97	.00
	7674 CARD CENTER						N			
318	100-57009-301-000000				Truckac				299.96	.00
	7674 CARD CENTER						N			
319	100-57009-301-000000				In *wompas Graphix				2,376.94	.00
	7674 CARD CENTER						N			
535	100-57009-301-000000				Lowes #01565				141.84	.00
	7674 CARD CENTER						N			
Totals for account: 100-57009-301-000000									5,745.40	
240	100-59014-301-000000		CLOTHING EXPENSES		Py *e2 Embroidery & Scre				360.00	.00
	7674 CARD CENTER						N			
107	100-60000-301-000000		MINOR EQUIPMENT		Amazon MktpL				44.95	.00
	7674 CARD CENTER						N			
133	100-60000-301-000000				Amazon MktpL				21.99	.00
	7674 CARD CENTER						N			
Totals for account: 100-60000-301-000000									66.94	
477	100-53001-302-000000		MEDICAL SUPPLIES		Amazon Mktplace Pmts				.00	65.98
	7674 CARD CENTER						N			
178	100-57009-302-000000		VEHICLE MAINTENANCE		Midway Ford Truck Center				157.91	.00
	7674 CARD CENTER						N			
475	100-57009-302-000000				Midway Ford Truck Center				154.75	.00
	7674 CARD CENTER						N			
532	100-57009-302-000000				Midway Ford Truck Center				198.27	.00
	7674 CARD CENTER						N			
573	100-57009-302-000000				Oreilly 142				40.48	.00
	7674 CARD CENTER						N			
578	100-57009-302-000000				Oreilly 142				63.92	.00
	7674 CARD CENTER						N			
Totals for account: 100-57009-302-000000									615.33	
556	100-54001-304-000000		REGISTRATION FEES		Sq *fire Marshals Associ				200.00	.00
	7674 CARD CENTER						N			

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Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
78	100-53024-480-000000	CHRISTMAS TREE COMMISSION	Mo Sec Of State	20.52	.00
	7674 CARD CENTER		N		
232	100-53000-482-000000	GENERAL SUPPLIES	The Webstaurant Store In	65.50	.00
	7674 CARD CENTER		N		
302	100-53000-482-000000		Personal Touch Engraving	19.00	.00
	7674 CARD CENTER		N		
Totals for account: 100-53000-482-000000				84.50	*
16	100-57009-482-000000	VEHICLE MAINTENANCE	Lee Summit Wmk	178.45	.00
	7674 CARD CENTER		N		
577	100-57009-482-000000		Cba Liberty	159.95	.00
	7674 CARD CENTER		N		
Totals for account: 100-57009-482-000000				338.40	*
188	100-53000-483-000000	GENERAL SUPPLIES	Samsclub #6247	35.59	.00
	7674 CARD CENTER		N		
423	100-53000-483-000000		The Webstaurant Store In	37.99	.00
	7674 CARD CENTER		N		
Totals for account: 100-53000-483-000000				73.58	*
174	100-53035-483-000000	PROGRAM SUPPLIES	Amazon Mark* 0f6z93y73	32.18	.00
	7674 CARD CENTER		N		
225	100-53035-483-000000		Amazon Mark* Iy4ty3883	116.17	.00
	7674 CARD CENTER		N		
544	100-53035-483-000000		Amazon Mark* Nr8ak8tj2	41.79	.00
	7674 CARD CENTER		N		
546	100-53035-483-000000		Amazon Mark* Nr8ak8tj2	14.79	.00
	7674 CARD CENTER		N		
Totals for account: 100-53035-483-000000				204.93	*
424	100-60000-483-000000	MINOR EQUIPMENT	The Webstaurant Store In	98.15	.00
	7674 CARD CENTER		N		
545	100-60000-483-000000		Amazon Mark* Nr8ak8tj2	20.97	.00
	7674 CARD CENTER		N		
Totals for account: 100-60000-483-000000				119.12	*
76	100-53000-501-000000	GENERAL SUPPLIES	Oreilly 142	51.05	.00
	7674 CARD CENTER		N		

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JE Account Number			Description	Item Description					Debit	Credit
Line				No					Amount	Amount
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Po	PO Item	Encumbrance	Employee Asset id	
Number	Number				Number	Split	Compl	Liquid Amt	Number	
						Seq Number				
81	100-53000-501-000000		GENERAL SUPPLIES		Amazon Mark*	Ac9s03m43			107.30	.00
	7674	CARD CENTER				N				
184	100-53000-501-000000				Amazon Mktpl				33.74	.00
	7674	CARD CENTER				N				
192	100-53000-501-000000				Amazon Mktpl				40.84	.00
	7674	CARD CENTER				N				
284	100-53000-501-000000				Amazon Mark*	Dt6034u83			350.89	.00
	7674	CARD CENTER				N				
529	100-53000-501-000000				Odp Bus Sol Llc #	101079			5.72	.00
	7674	CARD CENTER				N				
530	100-53000-501-000000				Odp Bus Sol Llc #	101079			22.00	.00
	7674	CARD CENTER				N				
562	100-53000-501-000000				Odp Bus Sol Llc #	101079			13.14	.00
	7674	CARD CENTER				N				
Totals for account: 100-53000-501-000000									624.68	
1	100-54000-501-000000		TRAINING TRAVEL		Hilton Baltimore				1,139.75	.00
	7674	CARD CENTER				N				
6	100-54000-501-000000				Hilton Baltimore				1,139.75	.00
	7674	CARD CENTER				N				
7	100-54000-501-000000				Sq *fbinaa Kansas/Wester				600.00	.00
	7674	CARD CENTER				N				
42	100-54000-501-000000				Uber *trip				46.98	.00
	7674	CARD CENTER				N				
112	100-54000-501-000000				Sq *bwi Taxi #	327			46.98	.00
	7674	CARD CENTER				N				
126	100-54000-501-000000				Holiday Inn Exp Glenpool				587.43	.00
	7674	CARD CENTER				N				
229	100-54000-501-000000				Wyndham				582.96	.00
	7674	CARD CENTER				N				
253	100-54000-501-000000				Wyndham				582.96	.00
	7674	CARD CENTER				N				
466	100-54000-501-000000				Kalahari Resort - Wi Eco				104.00	.00
	7674	CARD CENTER				N				
497	100-54000-501-000000				Omni Okc Online Services				683.70	.00
	7674	CARD CENTER				N				
Totals for account: 100-54000-501-000000									5,514.51	

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JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po PO Item Compl Encumbrance Liquid Amt Employee Asset id Number		
132	100-54001-501-000000	REGISTRATION FEES	Safe Kids Worldwide	95.00	.00
	7674 CARD CENTER		N		
166	100-54001-501-000000		Fbi Leeda Inc	795.00	.00
	7674 CARD CENTER		N		
235	100-54001-501-000000		Sq *fbinaa Kansas/Wester	.00	600.00
	7674 CARD CENTER		N		
488	100-54001-501-000000		Mid-States Organized Cri	195.00	.00
	7674 CARD CENTER		N		
504	100-54001-501-000000		Nena	152.00	.00
	7674 CARD CENTER		N		
576	100-54001-501-000000		Heartland Toa	1,500.00	.00
	7674 CARD CENTER		N		
Totals for account: 100-54001-501-000000				2,737.00	600.00 *
131	100-55044-501-000000	MISCELLANEOUS FEES	Tlo Transunion	119.80	.00
	7674 CARD CENTER		N		
474	100-57009-501-000000	VEHICLE MAINTENANCE	Charlies Car Wash Llc	.00	10.00
	7674 CARD CENTER		N		
506	100-57009-501-000000		Charlies Car Wash Llc	330.00	.00
	7674 CARD CENTER		N		
Totals for account: 100-57009-501-000000				330.00	10.00 *
456	100-59004-501-000000	MEETING EXPENSE	Culvers Of Liberty	57.29	.00
	7674 CARD CENTER		N		
101	100-59013-501-000000	MEMBERSHIP DUES	Cit International	25.00	.00
	7674 CARD CENTER		N		
89	100-59014-501-000000	CLOTHING EXPENSES	Amazon Mktpl	14.59	.00
	7674 CARD CENTER		N		
91	100-59014-501-000000		Amazon Mktpplace Pmts	.00	15.49
	7674 CARD CENTER		N		
138	100-59014-501-000000		Galls	386.40	.00
	7674 CARD CENTER		N		
186	100-59014-501-000000		Military Names Llc	33.50	.00
	7674 CARD CENTER		N		
212	100-59014-501-000000		Academy Sports #258	188.97	.00
	7674 CARD CENTER		N		
239	100-59014-501-000000		Galls	112.63	.00
	7674 CARD CENTER		N		

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JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
258	100-59014-501-000000	CLOTHING EXPENSES	Amazon MktpL	15.49	.00
	7674 CARD CENTER		N		
299	100-59014-501-000000		Amazon Mark* Yt5ok13z3	32.29	.00
	7674 CARD CENTER		N		
450	100-59014-501-000000		Adidas US Online Store	224.93	.00
	7674 CARD CENTER		N		
499	100-59014-501-000000		Amazon Mark* Nr3ru2tz1	111.25	.00
	7674 CARD CENTER		N		
511	100-59014-501-000000		Haix	.00	220.06
	7674 CARD CENTER		N		
Totals for account: 100-59014-501-000000				1,120.05	235.55 *
481	100-59026-501-000000	MISCELLANEOUS EXPENSES	Samsclub #6247	39.80	.00
	7674 CARD CENTER		N		
54	100-60000-501-000000	MINOR EQUIPMENT	Sq *overhead Door Co Of	209.85	.00
	7674 CARD CENTER		N		
221	100-60000-501-000000		Google Youtube Tv	82.99	.00
	7674 CARD CENTER		N		
579	100-60000-501-000000		Best Buy 00007682	169.98	.00
	7674 CARD CENTER		N		
Totals for account: 100-60000-501-000000				462.82	*
209	100-60005-501-000000	VEHICLE CHANGEOVER COSTS	Amazon MktpL	729.99	.00
	7674 CARD CENTER		N		
214	100-60005-501-000000		Amazon MktpL	105.81	.00
	7674 CARD CENTER		N		
550	100-60005-501-000000		Amazon MktpL	279.90	.00
	7674 CARD CENTER		N		
Totals for account: 100-60005-501-000000				1,115.70	*
37	100-53019-502-000000	ARMORY SUPPLIES	Ds Guns At The Armory	125.00	.00
	7674 CARD CENTER		N		
236	100-53019-502-000000		Batteries Plus #243	19.90	.00
	7674 CARD CENTER		N		
333	100-53019-502-000000		Amazon MktpL	39.95	.00
	7674 CARD CENTER		N		
Totals for account: 100-53019-502-000000				184.85	*

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JE Account Number	Description	Item Description	Debit Amount	Credit Amount
Line	Check Vendor Vendor Name	Invoice Number PO Number PO Item Po PO Item Encumbrance Employee Asset id	Split	
Number	Number	Number Seq Number	Liquid Amt	Number
205	100-55044-502-000000	MISCELLANEOUS FEES	Hy-Vee F&f Liberty 5384	27.99 .00
	7674 CARD CENTER		N	
392	100-60001-502-000000	NEIGHBORHOOD WTCH/JR ACADEMY	Hy-Vee Liberty 1384	23.76 .00
	7674 CARD CENTER		N	
440	100-60001-502-000000		Sams Club #6247	697.78 .00
	7674 CARD CENTER		N	
454	100-60001-502-000000		Academy Sports #258	550.75 .00
	7674 CARD CENTER		N	
465	100-60001-502-000000		Samsclub #6247	290.96 .00
	7674 CARD CENTER		N	
487	100-60001-502-000000		Sams Club #6247	9.98 .00
	7674 CARD CENTER		N	
502	100-60001-502-000000		Target 00014555	12.00 .00
	7674 CARD CENTER		N	
519	100-60001-502-000000		Samsclub #6247	466.06 .00
	7674 CARD CENTER		N	
Totals for account: 100-60001-502-000000			2,051.29	*
61	100-53020-511-000000	PROPERTY ROOM SUPPLIES	Uline	299.51 .00
	7674 CARD CENTER		N	
75	100-53020-511-000000		Amazon Reta* N98am1ya2	60.75 .00
	7674 CARD CENTER		N	
Totals for account: 100-53020-511-000000			360.26	*
164	100-55039-512-000000	REGIONAL ALERT SYSTEM	Spectrum	100.00 .00
	7674 CARD CENTER		N	
Totals for fund: 100			52,902.81	52,902.81 **
594	243-10001-000-000000	CASH AND INVESTMENTS		.00 1,984.18
311	243-55029-501-000000	RECRUITMENT EXPENSES	Positive Promotions	1,455.73 .00
	7674 CARD CENTER		N	
247	243-59014-501-000000	CLOTHING EXPENSES	Amazon Mark* 553kf3913	81.30 .00
	7674 CARD CENTER		N	
251	243-59014-501-000000		Amazon Mark* 0206s49z3	447.15 .00
	7674 CARD CENTER		N	

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JE Account Number	Description	Item Description	Debit	Credit
Line		No	Amount	Amount
Check Vendor Vendor Name	Invoice Number PO Number	PO Item Po PO Item Encumbrance Employee Asset id		
Number Number		Number Split Compl Liquid Amt Number		
		Seq Number		
Totals for account: 243-59014-501-000000			528.45	*
Totals for fund: 243			1,984.18	1,984.18 **
602 244-10001-000-000000	CASH AND INVESTMENTS		.00	1,108.14
570 244-53022-119-000000	GRANT SUPPLIES	Sp Bchardscapes Supply	226.00	.00
7674 CARD CENTER		N		
493 244-53026-119-000000	MAKE MUSIC DAY-SUPPLIES	Dri*signs	550.31	.00
7674 CARD CENTER		N		
340 244-55009-119-000000	CONSULTING SRVCS - WAYFINDING	In *historic Downtown Li	150.00	.00
7674 CARD CENTER		N		
145 244-55028-119-000000	ADVERTISING	Facebk *s7hkntlg32	14.75	.00
7674 CARD CENTER		N		
144 244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	Facebk *s7hkntlg32	5.58	.00
7674 CARD CENTER		N		
66 244-59024-119-000000	SITE WAYFINDING	Lowes #01565	103.74	.00
7674 CARD CENTER		N		
492 244-59024-119-000000		Dri*signs	57.76	.00
7674 CARD CENTER		N		
Totals for account: 244-59024-119-000000			161.50	*
Totals for fund: 244			1,108.14	1,108.14 **
604 247-10001-000-000000	CASH AND INVESTMENTS		.00	1,540.38
8 247-53029-204-000000	MISCELLANEOUS SUPPLIES	Lowes #01565	35.79	.00
7674 CARD CENTER		N		
179 247-53029-204-000000		Feldmans Farm And Home	9.48	.00
7674 CARD CENTER		N		
Totals for account: 247-53029-204-000000			45.27	*
90 247-55011-204-000000	ENGRAVING FEES	Frisbie Monuments	275.00	.00
7674 CARD CENTER		N		
52 247-57009-204-000000	VEHICLE MAINTENANCE	Oreilly 142	16.91	.00
7674 CARD CENTER		N		

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JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
151	247-59026-204-000000	MISCELLANEOUS EXPENSES	Tireseasy	1,029.80	.00
	7674 CARD CENTER		N		
376	247-59026-204-000000		Tireseasy	149.41	.00
	7674 CARD CENTER		N		
Totals for account: 247-59026-204-000000				1,179.21	*
547	247-60000-204-000000	MINOR EQUIPMENT	Feldmans Farm And Home	23.99	.00
	7674 CARD CENTER		N		
Totals for fund: 247				1,540.38	1,540.38 **
586	351-10001-000-000000	CASH AND INVESTMENTS		.00	563.07
147	351-57031-201-000000	ASPHALT-STREET REPAIRS	Lowes #01565	29.96	.00
	7674 CARD CENTER		N		
150	351-57031-201-000000		Lowes #01565	14.98	.00
	7674 CARD CENTER		N		
170	351-57031-201-000000		Lowes #01565	29.96	.00
	7674 CARD CENTER		N		
189	351-57031-201-000000		Lowes #01565	29.96	.00
	7674 CARD CENTER		N		
201	351-57031-201-000000		The Work Zone	383.25	.00
	7674 CARD CENTER		N		
Totals for account: 351-57031-201-000000				488.11	*
154	351-57037-201-000000	STORM WATER MAINTENANCE	Lowes #01565	74.96	.00
	7674 CARD CENTER		N		
Totals for fund: 351				563.07	563.07 **
588	352-10001-000-000000	CASH AND INVESTMENTS		.00	3,173.74
173	352-57022-403-000000	GROUNDS/LANDSCAPING MAINT	Mo Wild Flowers Nursery	178.75	.00
	7674 CARD CENTER		N		
325	352-57022-403-000000		Amazon MktpL	2,555.00	.00
	7674 CARD CENTER		N		
332	352-57022-403-000000		Lake Restoration, Inc	249.99	.00
	7674 CARD CENTER		N		

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JE Account Number	Description	Item Description	Debit	Credit
Line		No	Amount	Amount
Check Vendor Vendor Name	Invoice Number PO Number	PO Item Po PO Item Encumbrance Employee Asset id		
Number Number		Number Split Compl Liquid Amt Number		
		Seq Number		
580 352-57022-403-000000	GROUNDS/LANDSCAPING MAINT	Critical Site Products	190.00	.00
7674 CARD CENTER		N		
Totals for account: 352-57022-403-000000			3,173.74	*
Totals for fund: 352			3,173.74	3,173.74 **
590 353-10001-000-000000	CASH AND INVESTMENTS		.00	88.80
43 353-57019-430-000000	BUILDING MAINTENANCE	Lowes #01565	88.80	.00
7674 CARD CENTER		N		
Totals for fund: 353			88.80	88.80 **
592 354-10001-000-000000	CASH AND INVESTMENTS		.00	974.99
228 354-55047-110-000000	PARTNERSHIP-COMMUNITY GROWTH	Ritz Carlton Chicago	598.76	.00
7674 CARD CENTER		N		
326 354-55047-110-000000		Cmt Chicago IL27690015	46.25	.00
7674 CARD CENTER		N		
370 354-55047-110-000000		Tst*red Door Grill - N A	42.52	.00
7674 CARD CENTER		N		
Totals for account: 354-55047-110-000000			687.53	*
34 354-60000-110-000000	MINOR EQUIPMENT	Amazon MktpL	142.48	.00
7674 CARD CENTER		N		
280 354-59017-610-000000	PARTNERSHIP-COMMUNITY GROWTH	Tst* Ginos East - Superi	122.98	.00
7674 CARD CENTER		N		
285 354-59017-610-000000		Mdw Bigshderscoffeeb 131	22.00	.00
7674 CARD CENTER		N		
Totals for account: 354-59017-610-000000			144.98	*
Totals for fund: 354			974.99	974.99 **
596 460-10001-000-000000	CASH AND INVESTMENTS		.00	10,054.19

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JE Line	Account Number	Description	Item No	Description	Debit Amount	Credit Amount		
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Item Split Seq Number	Encumbrance Liquid Amt	Employee Asset id Number
77	460-12002-000-000000		A/R REIMBURSEABLE EXPENSES		Mo Sec Of State			
	7674 CARD CENTER				N			
110	460-53000-400-000000		GENERAL SUPPLIES		Amazon MktpL			
	7674 CARD CENTER				N			
563	460-53003-400-000000		RECREATION SUPPLIES		Amazon MktpL			
	7674 CARD CENTER				N			
568	460-53003-400-000000				Amazon.Com*nl6o61hr0			
	7674 CARD CENTER				N			
Totals for account: 460-53003-400-000000							230.42	
29	460-59002-400-000000		CHARITABLE FUND EXPENSES		Qt 151			
	7674 CARD CENTER				N			
93	460-59002-400-000000				Amazon MktpL			
	7674 CARD CENTER				N			
143	460-59002-400-000000				Facebk *s7hkntlg32			
	7674 CARD CENTER				N			
453	460-59002-400-000000				4imprint, Inc			
	7674 CARD CENTER				N			
564	460-59002-400-000000				Amazon MktpL			
	7674 CARD CENTER				N			
569	460-59002-400-000000				Amazon.Com*nl6o61hr0			
	7674 CARD CENTER				N			
Totals for account: 460-59002-400-000000							489.88	
217	460-59013-400-000000		MEMBERSHIP DUES		Liberty Ch* Mo			
	7674 CARD CENTER				N			
13	460-53000-403-000000		GENERAL SUPPLIES		Amazon Reta* Ea8264a33			
	7674 CARD CENTER				N			
103	460-53000-403-000000				Lowes #02767			
	7674 CARD CENTER				N			
264	460-53000-403-000000				Lowes #01565			
	7674 CARD CENTER				N			
416	460-53000-403-000000				Office Depot #2167			
	7674 CARD CENTER				N			
503	460-53000-403-000000				Lowes #01565			
	7674 CARD CENTER				N			
582	460-53000-403-000000				Menards 3342			
	7674 CARD CENTER				N			

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JE Account Number			Description	Item Description					Debit	Credit
Line				No					Amount	Amount
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Split	PO Item	Encumbrance	Employee Asset id	
Number	Number				Number	Seq Number	Compl	Liquid Amt	Number	
Totals for account: 460-53000-403-000000									219.98	*
88	460-53008-403-000000		MAINTENANCE MATERIALS		Lowes #01565				104.35	.00
	7674	CARD CENTER					N			
92	460-53008-403-000000				Lowes #01565				4.82	.00
	7674	CARD CENTER					N			
309	460-53008-403-000000				Menards 3342				66.95	.00
	7674	CARD CENTER					N			
425	460-53008-403-000000				Sp US Cargo Control				29.88	.00
	7674	CARD CENTER					N			
484	460-53008-403-000000				Feldmans Farm And Home				70.96	.00
	7674	CARD CENTER					N			
527	460-53008-403-000000				Menards 3342				61.21	.00
	7674	CARD CENTER					N			
531	460-53008-403-000000				Reeves-Wiedeman - Libert				59.40	.00
	7674	CARD CENTER					N			
558	460-53008-403-000000				Ecomm Most Dependable Fo				422.78	.00
	7674	CARD CENTER					N			
Totals for account: 460-53008-403-000000									820.35	*
267	460-53009-403-000000		CHEMICALS		Oreilly 142				143.52	.00
	7674	CARD CENTER					N			
313	460-53009-403-000000				Feldmans Farm And Home				152.96	.00
	7674	CARD CENTER					N			
Totals for account: 460-53009-403-000000									296.48	*
114	460-54000-403-000000		TRAINING TRAVEL		Southwes				362.66	.00
	7674	CARD CENTER					N			
117	460-54000-403-000000				Swa*earlybrd				65.00	.00
	7674	CARD CENTER					N			
377	460-54000-403-000000				Theparkingspot-725rc				14.44	.00
	7674	CARD CENTER					N			
469	460-54000-403-000000				Delta Air				35.00	.00
	7674	CARD CENTER					N			
478	460-54000-403-000000				Theparkingspot-Ecw725				14.44	.00
	7674	CARD CENTER					N			
Totals for account: 460-54000-403-000000									491.54	*

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JE Account Number			Description		Item Description				Debit		Credit	
Line					No				Amount		Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Split Seq Number	PO Item Compl	Encumbrance Liquid Amt	Employee Number	Asset id		
2	460-57009-403-000000		VEHICLE MAINTENANCE		Oreilly	142						
	7674	CARD CENTER					N					
									722.27		.00	
18	460-57009-403-000000				Oreilly	142						
	7674	CARD CENTER					N					
									45.92		.00	
46	460-57009-403-000000				Oreilly	142						
	7674	CARD CENTER					N					
									12.42		.00	
183	460-57009-403-000000				Oreilly	142						
	7674	CARD CENTER					N					
									152.25		.00	
196	460-57009-403-000000				32a Purcell Tire							
	7674	CARD CENTER					N					
									518.00		.00	
204	460-57009-403-000000				Oreilly	142						
	7674	CARD CENTER					N					
									57.11		.00	
215	460-57009-403-000000				McGuire Lock & Safe Llc							
	7674	CARD CENTER					N					
									110.00		.00	
288	460-57009-403-000000				Oreilly	142						
	7674	CARD CENTER					N					
									93.03		.00	
298	460-57009-403-000000				Oreilly	142						
	7674	CARD CENTER					N					
									18.09		.00	
316	460-57009-403-000000				Oreilly	142						
	7674	CARD CENTER					N					
									457.38		.00	
401	460-57009-403-000000				Oreilly	142						
	7674	CARD CENTER					N					
									32.15		.00	
507	460-57009-403-000000				Oreilly	142						
	7674	CARD CENTER					N					
									5.99		.00	
518	460-57009-403-000000				Crossley Ford							
	7674	CARD CENTER					N					
									20.36		.00	
528	460-57009-403-000000				Oreilly	142						
	7674	CARD CENTER					N					
									15.90		.00	
548	460-57009-403-000000				Midway Ford Truck Center							
	7674	CARD CENTER					N					
									312.12		.00	
552	460-57009-403-000000				Oreilly	142						
	7674	CARD CENTER					N					
									138.56		.00	
Totals for account: 460-57009-403-000000									2,711.55			
109	460-57018-403-000000		MISC EQUIPMENT MAINT		32a Purcell Tire							
	7674	CARD CENTER					N					
									1,123.80		.00	
125	460-57018-403-000000				Heartland Tractor Co-Ca							
	7674	CARD CENTER					N					
									310.24		.00	

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JE Account Number			Description	Item Description					Debit	Credit	
Line				No					Amount	Amount	
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Po	PO Item	Encumbrance	Employee Asset id		
Number	Number				Number	Split	Compl	Liquid Amt	Number		
						Seq Number					
310	460-57018-403-000000		MISC EQUIPMENT MAINT				Babbitts Online			107.39	.00
	7674	CARD CENTER					N				
331	460-57018-403-000000						Heritage Tractor Smithvi			60.45	.00
	7674	CARD CENTER					N				
405	460-57018-403-000000						Sams Club #6247			129.34	.00
	7674	CARD CENTER					N				
426	460-57018-403-000000						All States Ag Parts, Llc			626.55	.00
	7674	CARD CENTER					N				
439	460-57018-403-000000						Oreilly 142			197.66	.00
	7674	CARD CENTER					N				
Totals for account: 460-57018-403-000000									2,555.43		*
11	460-57019-403-000000		BUILDING MAINTENANCE				Amazon Mktpl			26.99	.00
	7674	CARD CENTER					N				
39	460-57019-403-000000						B & M Septic And Const			450.00	.00
	7674	CARD CENTER					N				
471	460-57019-403-000000						Lowes #01565			1.56	.00
	7674	CARD CENTER					N				
514	460-57019-403-000000						Lowes #01565			19.63	.00
	7674	CARD CENTER					N				
Totals for account: 460-57019-403-000000									498.18		*
124	460-57027-403-000000		PLAYGROUND/SPRAYGROUND MAINT				Feldmans Farm And Home			190.88	.00
	7674	CARD CENTER					N				
339	460-57027-403-000000						Platte Rental And Supply			243.80	.00
	7674	CARD CENTER					N				
Totals for account: 460-57027-403-000000									434.68		*
203	460-57028-403-000000		LANDSCAPING				Mo Wild Flowers Nursery			357.50	.00
	7674	CARD CENTER					N				
246	460-59014-403-000000		CLOTHING EXPENSES				Academy Sports #258			44.99	.00
	7674	CARD CENTER					N				
250	460-59014-403-000000						Cvs/Pharmacy #05655			24.79	.00
	7674	CARD CENTER					N				
286	460-59014-403-000000						Academy Sports #258			24.99	.00
	7674	CARD CENTER					N				
Totals for account: 460-59014-403-000000									94.77		*

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JE Line	Account Number	Description	Item No	Description	Debit Amount	Credit Amount				
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	Po Split Seq Number	PO Item Compl	Encumbrance Liquid Amt	Employee Number	Asset id
73	460-60015-403-000000	MINOR TOOLS			Family Tree Nursery			29.99		.00
	7674	CARD CENTER			N					
80	460-60015-403-000000				Amazon Reta*	Ru5fp7iv3		278.80		.00
	7674	CARD CENTER			N					
95	460-60015-403-000000				Amazon MktpL			21.49		.00
	7674	CARD CENTER			N					
149	460-60015-403-000000				Car Parts Distributing I			219.70		.00
	7674	CARD CENTER			N					
323	460-60015-403-000000				Harbor Freight Tools	388		37.98		.00
	7674	CARD CENTER			N					
334	460-60015-403-000000				Amazon MktpL			73.99		.00
	7674	CARD CENTER			N					
Totals for account: 460-60015-403-000000								661.95		*
526	460-57019-411-000000	BUILDING MAINTENANCE			Menards	3342		41.95		.00
	7674	CARD CENTER			N					
Totals for fund: 460								10,054.19		**
598	461-10001-000-000000	CASH AND INVESTMENTS						.00		1,262.57
321	461-53000-451-000000	GENERAL SUPPLIES			Amazon MktpL			68.79		.00
	7674	CARD CENTER			N					
342	461-53000-451-000000				Amazon MktpL			5.93		.00
	7674	CARD CENTER			N					
Totals for account: 461-53000-451-000000								74.72		*
226	461-53003-451-000000	RECREATION SUPPLIES			Amazon MktpL			481.69		.00
	7674	CARD CENTER			N					
27	461-53009-451-000000	CHEMICALS			Siteone Landscape Supply			69.95		.00
	7674	CARD CENTER			N					
71	461-53029-451-000000	MISCELLANEOUS SUPPLIES			Amazon MktpL			244.68		.00
	7674	CARD CENTER			N					
433	461-53029-451-000000				The Ups Store	2836		64.57		.00
	7674	CARD CENTER			N					
Totals for account: 461-53029-451-000000								309.25		*

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JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
51	461-57019-451-000000	BUILDING MAINTENANCE	Lowes #01565	33.36	.00
	7674 CARD CENTER		N		
495	461-57019-451-000000		McGuire Lock & Safe Llc	19.50	.00
	7674 CARD CENTER		N		
Totals for account: 461-57019-451-000000				52.86	*
96	461-60015-451-000000	MINOR TOOLS	Amazon Reta* C28xm9s83	58.98	.00
	7674 CARD CENTER		N		
287	461-60015-451-000000		Amazon MktpL	215.12	.00
	7674 CARD CENTER		N		
Totals for account: 461-60015-451-000000				274.10	*
Totals for fund: 461				1,262.57	1,262.57 **
600	465-10001-000-000000	CASH AND INVESTMENTS		.00	4,667.78
308	465-12002-000-000000	A/R REIMBURSEABLE EXPENSES	Price Chopper #404	4.27	.00
	7674 CARD CENTER		N		
574	465-55057-410-000000	SWIM TEAM	Amazon Mark* NL7jfl1e71	60.57	.00
	7674 CARD CENTER		N		
50	465-55062-410-000000	AEROBICS	Amazon MktpL	9.99	.00
	7674 CARD CENTER		N		
99	465-55062-410-000000		Sp Swimoutlet.Com	254.98	.00
	7674 CARD CENTER		N		
140	465-55062-410-000000		Amazon MktpL	255.68	.00
	7674 CARD CENTER		N		
322	465-55062-410-000000		Amazon Reta* Yj6w94lg3	49.00	.00
	7674 CARD CENTER		N		
Totals for account: 465-55062-410-000000				569.65	*
540	465-55066-410-000000	CHILD CARE PROGRAM	Amazon.Com*nllmx7hv1	94.99	.00
	7674 CARD CENTER		N		
65	465-53000-420-000000	GENERAL SUPPLIES	Amazon Reta* X75j66zz3	95.00	.00
	7674 CARD CENTER		N		
121	465-53000-420-000000		Helget Gas Products Inc	5.57	.00
	7674 CARD CENTER		N		

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JE Account Number			Description	Item Description					Debit	Credit
Line					No				Amount	Amount
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Split	PO Item	Encumbrance	Employee Asset id	
Number	Number				Number	Seq Number	Compl	Liquid Amt	Number	
141	465-53000-420-000000		GENERAL SUPPLIES			Wal-Mart #0234			14.69	.00
	7674	CARD CENTER				N				
146	465-53000-420-000000					Personal Touch Engraving			9.50	.00
	7674	CARD CENTER				N				
275	465-53000-420-000000					Amazon Mark* 651nz4g73			16.99	.00
	7674	CARD CENTER				N				
301	465-53000-420-000000					Personal Touch Engraving			19.00	.00
	7674	CARD CENTER				N				
304	465-53000-420-000000					Amazon Mark* Hj0399003			9.99	.00
	7674	CARD CENTER				N				
375	465-53000-420-000000					Amazon.Com*3d74r96s3			17.99	.00
	7674	CARD CENTER				N				
414	465-53000-420-000000					Amazon.Com*4l3bm1783			14.39	.00
	7674	CARD CENTER				N				
442	465-53000-420-000000					Amazon.Com*4h70k0923			49.63	.00
	7674	CARD CENTER				N				
539	465-53000-420-000000					Amazon.Com*n1lmx7hv1			9.63	.00
	7674	CARD CENTER				N				
572	465-53000-420-000000					Amazon.Com*n150s25z0			9.99	.00
	7674	CARD CENTER				N				
Totals for account: 465-53000-420-000000									272.37	*
129	465-53008-420-000000		MAINTENANCE MATERIALS			Lowes #01565			499.34	.00
	7674	CARD CENTER				N				
142	465-53008-420-000000					Stagespot			735.00	.00
	7674	CARD CENTER				N				
283	465-53008-420-000000					Sutherlands 1214			12.98	.00
	7674	CARD CENTER				N				
391	465-53008-420-000000					Lowes #01565			7.98	.00
	7674	CARD CENTER				N				
Totals for account: 465-53008-420-000000									1,255.30	*
259	465-53009-420-000000		CHEMICALS			Recreation Supply Compan			109.03	.00
	7674	CARD CENTER				N				
400	465-53009-420-000000					Amazon Mark* Nx8sa1ps0			9.89	.00
	7674	CARD CENTER				N				
448	465-53009-420-000000					Amazon Mark* 7d5wi9gf3			22.78	.00
	7674	CARD CENTER				N				

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JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount			
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Item Split Seq Number	Encumbrance Liquid Amt	Employee Asset id Number
Totals for account: 465-53009-420-000000							141.70	*
79	465-53038-420-000000	RSVP GRANT	Lowes #01565				12.36	.00
	7674	CARD CENTER				N		
355	465-53038-420-000000		Tai Chi Productions				56.00	.00
	7674	CARD CENTER				N		
422	465-53038-420-000000		Lowes #01565				102.80	.00
	7674	CARD CENTER				N		
Totals for account: 465-53038-420-000000							171.16	*
23	465-54004-420-000000	TRAINING COSTS	Nrpa Operating				70.00	.00
	7674	CARD CENTER				N		
243	465-55044-420-000000	MISCELLANEOUS FEES	Dropbox Sign Monthly				20.00	.00
	7674	CARD CENTER				N		
479	465-55044-420-000000		Pandora For Business B				32.91	.00
	7674	CARD CENTER				N		
551	465-55044-420-000000		Dropbox Sign Monthly				20.00	.00
	7674	CARD CENTER				N		
Totals for account: 465-55044-420-000000							72.91	*
269	465-57018-420-000000	MISC EQUIPMENT MAINT	In *rewind Fitness				214.15	.00
	7674	CARD CENTER				N		
282	465-57018-420-000000		Life Fitness				395.14	.00
	7674	CARD CENTER				N		
329	465-57018-420-000000		Amazon Mktpl				105.92	.00
	7674	CARD CENTER				N		
447	465-57018-420-000000		Cascade Health And Fit				26.00	.00
	7674	CARD CENTER				N		
Totals for account: 465-57018-420-000000							741.21	*
128	465-57019-420-000000	BUILDING MAINTENANCE	Sierra Building Products				758.40	.00
	7674	CARD CENTER				N		
496	465-57019-420-000000		A-1 Sewer & Septic				380.25	.00
	7674	CARD CENTER				N		
Totals for account: 465-57019-420-000000							1,138.65	*
446	465-59014-420-000000	CLOTHING EXPENSES	Kiefer Aquatics				.00	6.55
	7674	CARD CENTER				N		

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JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item No Po PO Item Split Compl Encumbrance Liquid Amt Employee Asset id Number		
490	465-59014-420-000000	CLOTHING EXPENSES	Kiefer Aquatics	81.55	.00
	7674 CARD CENTER		N		
Totals for account: 465-59014-420-000000				81.55	6.55 *
Totals for fund: 465				4,674.33	4,674.33 **
606	590-10001-000-000000	CASH AND INVESTMENTS		.00	15,790.79
290	590-53000-131-000000	GENERAL SUPPLIES	Amazon MktpL	19.62	.00
	7674 CARD CENTER		N		
336	590-53000-131-000000		Amazon MktpL	74.96	.00
	7674 CARD CENTER		N		
385	590-53000-131-000000		Amazon MktpL	156.79	.00
	7674 CARD CENTER		N		
388	590-53000-131-000000		Amazon MktpL	29.39	.00
	7674 CARD CENTER		N		
409	590-53000-131-000000		Amazon MktpL	63.26	.00
	7674 CARD CENTER		N		
418	590-53000-131-000000		Amazon MktpL	110.00	.00
	7674 CARD CENTER		N		
Totals for account: 590-53000-131-000000				454.02	*
24	590-53000-801-000000	GENERAL SUPPLIES	Lowes #01565	60.51	.00
	7674 CARD CENTER		N		
193	590-53000-801-000000		Sams Club #6247	27.86	.00
	7674 CARD CENTER		N		
276	590-53000-801-000000		Harbor Freight Tools 388	62.69	.00
	7674 CARD CENTER		N		
292	590-53000-801-000000		Sams Club #6247	240.39	.00
	7674 CARD CENTER		N		
343	590-53000-801-000000		Walmart.Com 8009256278	91.22	.00
	7674 CARD CENTER		N		
404	590-53000-801-000000		Samsclub #6247	47.76	.00
	7674 CARD CENTER		N		
Totals for account: 590-53000-801-000000				530.43	*

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JE Line	Account Number	Description	Item No	Description	Debit Amount	Credit Amount		
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Item Split Seq Number	Encumbrance Liquid Amt	Employee Asset id Number
137	590-53008-801-000000	MAINTENANCE MATERIALS			Grainger			
	7674	CARD CENTER				N		
412	590-53008-801-000000				Amazon Reta*	9b61c3b73		
	7674	CARD CENTER				N		
451	590-53008-801-000000				Lowes #01565			
	7674	CARD CENTER				N		
459	590-53008-801-000000				Lowes #01565			
	7674	CARD CENTER				N		
486	590-53008-801-000000				Grainger			
	7674	CARD CENTER				N		
Totals for account: 590-53008-801-000000							796.41	*
537	590-53011-801-000000	MAINS & LINES SUPPLIES			Reeves-Wiedeman - Libert			
	7674	CARD CENTER				N		
9	590-54001-801-000000	REGISTRATION FEES			Jccc Wdce			
	7674	CARD CENTER				N		
187	590-54001-801-000000				Adj-Mo Dmv			
	7674	CARD CENTER				N		
371	590-54001-801-000000				Mo Dmv			
	7674	CARD CENTER				N		
415	590-54001-801-000000				Mo Dmv			
	7674	CARD CENTER				N		
485	590-54001-801-000000				Mo Dmv			
	7674	CARD CENTER				N		
Totals for account: 590-54001-801-000000							325.21	42.07 *
134	590-54004-801-000000	TRAINING COSTS			Mo Dept Of Nat Resorc			
	7674	CARD CENTER				N		
237	590-54004-801-000000				Uei Water Program			
	7674	CARD CENTER				N		
Totals for account: 590-54004-801-000000							249.25	*
216	590-57004-801-000000	MAINS & LINES MAINTENANCE			Lowes #01565			
	7674	CARD CENTER				N		
360	590-57004-801-000000				Feldmans Farm And Home			
	7674	CARD CENTER				N		
429	590-57004-801-000000				Lowes #01565			
	7674	CARD CENTER				N		

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JE Line	Account Number	Description	Item No	Description	Debit Amount	Credit Amount			
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Item Split Seq Number	Encumbrance Liquid Amt	Employee Number	Asset id
455	590-57004-801-000000	MAINS & LINES MAINTENANCE			Feldmans Farm And Home		42.47		.00
	7674 CARD CENTER				N				
Totals for account: 590-57004-801-000000							279.42		*
47	590-57009-801-000000	VEHICLE MAINTENANCE			Oreilly 142		.00		11.00
	7674 CARD CENTER				N				
57	590-57009-801-000000				Oreilly 142		123.25		.00
	7674 CARD CENTER				N				
190	590-57009-801-000000				Best Buy 00007682		15.00		.00
	7674 CARD CENTER				N				
199	590-57009-801-000000				Amazon Mktpl		122.45		.00
	7674 CARD CENTER				N				
206	590-57009-801-000000				Amazon Mktpplace Pmts		.00		13.86
	7674 CARD CENTER				N				
219	590-57009-801-000000				Amazon Mktpl		8.00		.00
	7674 CARD CENTER				N				
272	590-57009-801-000000				Napa Store 4140018		93.97		.00
	7674 CARD CENTER				N				
356	590-57009-801-000000				Knapheide Kansas City		60.00		.00
	7674 CARD CENTER				N				
361	590-57009-801-000000				Zamzow Manufacturing Com		132.83		.00
	7674 CARD CENTER				N				
407	590-57009-801-000000				Bb Of Kansas City #78		130.90		.00
	7674 CARD CENTER				N				
Totals for account: 590-57009-801-000000							686.40		24.86 *
3	590-57018-801-000000	MISC EQUIPMENT MAINT			Car Parts Distributing I		12.41		.00
	7674 CARD CENTER				N				
63	590-57018-801-000000				Feldmans Farm And Home		.00		21.50
	7674 CARD CENTER				N				
83	590-57018-801-000000				Feldmans Farm And Home		93.48		.00
	7674 CARD CENTER				N				
241	590-57018-801-000000				Tompkins Ind - Br 8		55.84		.00
	7674 CARD CENTER				N				
252	590-57018-801-000000				Oreilly 142		132.91		.00
	7674 CARD CENTER				N				
515	590-57018-801-000000				Car Parts Distributing I		56.00		.00
	7674 CARD CENTER				N				

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JE Account Number			Description		Item Description				Debit	Credit
Line					No				Amount	Amount
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Po	PO Item	Encumbrance	Employee Asset id	
Number	Number				Number	Split	Compl	Liquid Amt	Number	
						Seq Number				
Totals for account: 590-57018-801-000000									350.64	21.50 *
68	590-57019-801-000000		BUILDING MAINTENANCE		Amazon MktpL			32.77		.00
	7674	CARD CENTER					N			
222	590-59014-801-000000		CLOTHING EXPENSES		Happy Times			1,607.75		.00
	7674	CARD CENTER					N			
256	590-59014-801-000000				Ross Stores #1640			34.98		.00
	7674	CARD CENTER					N			
270	590-59014-801-000000				Costco Whse#1268			109.64		.00
	7674	CARD CENTER					N			
Totals for account: 590-59014-801-000000									1,752.37	*
348	590-59015-801-000000		PROTECTIVE CLOTHING		Amazon MktpL			33.99		.00
	7674	CARD CENTER					N			
352	590-59015-801-000000				Amazon.Com*v34147k23			209.98		.00
	7674	CARD CENTER					N			
Totals for account: 590-59015-801-000000									243.97	*
509	590-59026-801-000000		MISCELLANEOUS EXPENSES		McGuire Lock & Safe Llc			12.38		.00
	7674	CARD CENTER					N			
536	590-59026-801-000000				McDonalds F29621			31.43		.00
	7674	CARD CENTER					N			
554	590-59026-801-000000				Feldmans Farm And Home			76.97		.00
	7674	CARD CENTER					N			
Totals for account: 590-59026-801-000000									120.78	*
278	590-60000-801-000000		MINOR EQUIPMENT		Rsp Supply Llc			243.33		.00
	7674	CARD CENTER					N			
541	590-60000-801-000000				Lowes #01565			169.90		.00
	7674	CARD CENTER					N			
Totals for account: 590-60000-801-000000									413.23	*
350	590-60015-801-000000		MINOR TOOLS		Amazon MktpL			90.24		.00
	7674	CARD CENTER					N			
159	590-53000-802-000000		GENERAL SUPPLIES		Grainger			39.19		.00
	7674	CARD CENTER					N			
296	590-53000-802-000000				Lowes #01565			60.24		.00
	7674	CARD CENTER					N			

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JE Account Number			Description	Item Description					Debit	Credit
Line				No					Amount	Amount
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Split	PO Item	Encumbrance	Employee Asset id	
Number	Number				Number	Seq Number	Compl	Liquid Amt	Number	
364	590-53000-802-000000		GENERAL SUPPLIES		Amazon MktpL				27.19	.00
	7674 CARD CENTER						N			
393	590-53000-802-000000				Usabluebook				108.25	.00
	7674 CARD CENTER						N			
476	590-53000-802-000000				Usps Po 2846860068				31.20	.00
	7674 CARD CENTER						N			
Totals for account: 590-53000-802-000000									266.07	*
98	590-53006-802-000000		BUILDING MAINT SUPPLIES		Grainger				83.72	.00
	7674 CARD CENTER						N			
297	590-53006-802-000000				Batteries Plus #243				38.50	.00
	7674 CARD CENTER						N			
Totals for account: 590-53006-802-000000									122.22	*
60	590-53008-802-000000		MAINTENANCE MATERIALS		Lowes #01565				9.92	.00
	7674 CARD CENTER						N			
97	590-53008-802-000000				Amazon MktpL				36.99	.00
	7674 CARD CENTER						N			
202	590-53008-802-000000				Uline				1,008.72	.00
	7674 CARD CENTER						N			
210	590-53008-802-000000				Lowes #01565				43.44	.00
	7674 CARD CENTER						N			
244	590-53008-802-000000				Reeves-Wiedeman - Libert				8.78	.00
	7674 CARD CENTER						N			
445	590-53008-802-000000				Reeves-Wiedeman - Libert				134.73	.00
	7674 CARD CENTER						N			
449	590-53008-802-000000				Feldmans Farm And Home				95.46	.00
	7674 CARD CENTER						N			
500	590-53008-802-000000				Amazon MktpL				35.70	.00
	7674 CARD CENTER						N			
520	590-53008-802-000000				Amazon MktpL				15.60	.00
	7674 CARD CENTER						N			
542	590-53008-802-000000				Reeves-Wiedeman - Libert				47.46	.00
	7674 CARD CENTER						N			
Totals for account: 590-53008-802-000000									1,436.80	*
120	590-53010-802-000000		LAB SUPPLIES		Usabluebook				1,293.86	.00
	7674 CARD CENTER						N			

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JE Line	Account Number	Description	Item No	Description	Debit Amount	Credit Amount			
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Item Split Seq Number	Encumbrance Liquid Amt	Employee Asset id Number	
248	590-53010-802-000000	LAB SUPPLIES			Usabluebook		290.17		.00
	7674	CARD CENTER				N			
395	590-53010-802-000000				Tfs*fishersci Ecom Hus		186.00		.00
	7674	CARD CENTER				N			
399	590-53010-802-000000				Tfs*fishersci Ecom Hus		346.80		.00
	7674	CARD CENTER				N			
434	590-53010-802-000000				Usabluebook		802.96		.00
	7674	CARD CENTER				N			
438	590-53010-802-000000				Fedex Office 400004952		12.94		.00
	7674	CARD CENTER				N			
Totals for account: 590-53010-802-000000							2,932.73		
452	590-54004-802-000000	TRAINING COSTS			Ku Public Mgmt Ctr		1,800.00		.00
	7674	CARD CENTER				N			
169	590-57005-802-000000	WATER PLANT MAINTENANCE			Lowes #01565		2.98		.00
	7674	CARD CENTER				N			
182	590-57006-802-000000	WELLFIELD MAINTENANCE			Lowes #01565		38.82		.00
	7674	CARD CENTER				N			
198	590-57006-802-000000				Stanion Wholesale Electr		873.42		.00
	7674	CARD CENTER				N			
437	590-57006-802-000000				Amazon MktpL		89.00		.00
	7674	CARD CENTER				N			
Totals for account: 590-57006-802-000000							1,001.24		
14	590-59015-802-000000	PROTECTIVE CLOTHING			Boot Barn #210		179.99		.00
	7674	CARD CENTER				N			
22	590-59015-802-000000				Boot Barn #210		289.99		.00
	7674	CARD CENTER				N			
45	590-59015-802-000000				Amazon.Com*ib7h92383		175.00		.00
	7674	CARD CENTER				N			
575	590-59015-802-000000				Amazon MktpL		201.53		.00
	7674	CARD CENTER				N			
Totals for account: 590-59015-802-000000							846.51		
86	590-59020-802-000000	SAFETY EQUIPMENT			Grainger		240.31		.00
	7674	CARD CENTER				N			
94	590-59020-802-000000				Uline		205.15		.00
	7674	CARD CENTER				N			

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JE Account Number			Description	Item Description					Debit	Credit	
Line				No					Amount	Amount	
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Po	PO Item	Encumbrance	Employee Asset id		
Number	Number				Number	Split	Compl	Liquid Amt	Number		
						Seq Number					
100	590-59020-802-000000		SAFETY EQUIPMENT			Amazon.Com*dx02i7xk3				8.99	.00
	7674	CARD CENTER				N					
327	590-59020-802-000000					Uline				140.41	.00
	7674	CARD CENTER				N					
Totals for account: 590-59020-802-000000									594.86		*
512	590-60015-802-000000		MINOR TOOLS			Lowes #01565				15.32	.00
	7674	CARD CENTER				N					
522	590-60015-802-000000					The Home Depot	3019			397.00	.00
	7674	CARD CENTER				N					
Totals for account: 590-60015-802-000000									412.32		*
Totals for fund: 590									15,879.22	15,879.22	**
608	591-10001-000-000000		CASH AND INVESTMENTS							.00	22,418.37
291	591-53000-131-000000		GENERAL SUPPLIES			Amazon MktpL				19.63	.00
	7674	CARD CENTER				N					
337	591-53000-131-000000					Amazon MktpL				74.97	.00
	7674	CARD CENTER				N					
386	591-53000-131-000000					Amazon MktpL				156.79	.00
	7674	CARD CENTER				N					
389	591-53000-131-000000					Amazon MktpL				29.39	.00
	7674	CARD CENTER				N					
410	591-53000-131-000000					Amazon MktpL				63.27	.00
	7674	CARD CENTER				N					
419	591-53000-131-000000					Amazon MktpL				110.00	.00
	7674	CARD CENTER				N					
Totals for account: 591-53000-131-000000									454.05		*
21	591-53000-901-000000		GENERAL SUPPLIES			McDonalds F29621				28.45	.00
	7674	CARD CENTER				N					
25	591-53000-901-000000					Lowes #01565				60.51	.00
	7674	CARD CENTER				N					
194	591-53000-901-000000					Sams Club #6247				27.86	.00
	7674	CARD CENTER				N					

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JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po PO Item Split Compl Encumbrance Liquid Amt Employee Asset id Number		
263	591-53000-901-000000	GENERAL SUPPLIES	McDonalds F29621	29.34	.00
	7674 CARD CENTER		N		
277	591-53000-901-000000		Harbor Freight Tools 388	62.69	.00
	7674 CARD CENTER		N		
293	591-53000-901-000000		Sams Club #6247	240.38	.00
	7674 CARD CENTER		N		
441	591-53000-901-000000		Amazon Mktpl	24.29	.00
	7674 CARD CENTER		N		
Totals for account: 591-53000-901-000000				473.52	*
48	591-57009-901-000000	VEHICLE MAINTENANCE	Oreilly 142	.00	11.00
	7674 CARD CENTER		N		
58	591-57009-901-000000		Oreilly 142	123.24	.00
	7674 CARD CENTER		N		
185	591-57009-901-000000		Rite Way Auto Service	900.20	.00
	7674 CARD CENTER		N		
191	591-57009-901-000000		Best Buy 00007682	14.99	.00
	7674 CARD CENTER		N		
200	591-57009-901-000000		Amazon Mktpl	122.45	.00
	7674 CARD CENTER		N		
207	591-57009-901-000000		Amazon Mktpplace Pmts	.00	13.85
	7674 CARD CENTER		N		
220	591-57009-901-000000		Amazon Mktpl	7.99	.00
	7674 CARD CENTER		N		
357	591-57009-901-000000		Knapheide Kansas City	60.00	.00
	7674 CARD CENTER		N		
362	591-57009-901-000000		Zamzow Manufacturing Com	132.82	.00
	7674 CARD CENTER		N		
Totals for account: 591-57009-901-000000				1,361.69	24.85 *
64	591-57018-901-000000	MISC EQUIPMENT MAINT	Feldmans Farm And Home	.00	21.49
	7674 CARD CENTER		N		
84	591-57018-901-000000		Feldmans Farm And Home	93.48	.00
	7674 CARD CENTER		N		
242	591-57018-901-000000		Tompkins Ind - Br 8	55.83	.00
	7674 CARD CENTER		N		
516	591-57018-901-000000		Car Parts Distributing I	56.00	.00
	7674 CARD CENTER		N		

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JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po PO Item Compl Encumbrance Liquid Amt Employee Asset id Number		
			Seq Number		
Totals for account: 591-57018-901-000000				205.31	21.49 *
366	591-57019-901-000000	BUILDING MAINTENANCE	The Home Depot #3019	44.84	.00
	7674 CARD CENTER		N		
59	591-59014-901-000000	CLOTHING EXPENSES	Feldmans Farm And Home	117.00	.00
	7674 CARD CENTER		N		
223	591-59014-901-000000		Happy Times	1,607.75	.00
	7674 CARD CENTER		N		
257	591-59014-901-000000		Ross Stores #1640	34.97	.00
	7674 CARD CENTER		N		
271	591-59014-901-000000		Costco Whse#1268	109.64	.00
	7674 CARD CENTER		N		
Totals for account: 591-59014-901-000000				1,869.36	*
349	591-59015-901-000000	PROTECTIVE CLOTHING	Amazon MktpL	34.00	.00
	7674 CARD CENTER		N		
4	591-59026-901-000000	MISCELLANEOUS EXPENSES	Car Parts Distributing I	12.41	.00
	7674 CARD CENTER		N		
510	591-59026-901-000000		McGuire Lock & Safe Llc	12.37	.00
	7674 CARD CENTER		N		
513	591-59026-901-000000		Samsclub #6247	23.88	.00
	7674 CARD CENTER		N		
555	591-59026-901-000000		Feldmans Farm And Home	76.96	.00
	7674 CARD CENTER		N		
Totals for account: 591-59026-901-000000				125.62	*
279	591-60000-901-000000	MINOR EQUIPMENT	Rsp Supply Llc	243.32	.00
	7674 CARD CENTER		N		
351	591-60015-901-000000	MINOR TOOLS	Amazon MktpL	90.24	.00
	7674 CARD CENTER		N		
565	591-60015-901-000000		Lowes #01565	16.38	.00
	7674 CARD CENTER		N		
Totals for account: 591-60015-901-000000				106.62	*
20	591-53000-902-000000	GENERAL SUPPLIES	Westlake Hardware #174	7.56	.00
	7674 CARD CENTER		N		
28	591-53000-902-000000		Amazon Mark* Ae3fk4pe3	13.36	.00
	7674 CARD CENTER		N		

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JE Line	Account Number	Description	Item No	Description	Debit Amount	Credit Amount			
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	PO Item Split Seq Number	Encumbrance Liquid Amt	Employee Number	Asset id
40	591-53000-902-000000	GENERAL SUPPLIES			Amazon MktpL		15.96		.00
	7674	CARD CENTER			N				
85	591-53000-902-000000				Amazon.Com*ih87j8903		21.99		.00
	7674	CARD CENTER			N				
127	591-53000-902-000000				Price Chopper #120		8.28		.00
	7674	CARD CENTER			N				
155	591-53000-902-000000				Amazon MktpL		78.00		.00
	7674	CARD CENTER			N				
176	591-53000-902-000000				Advance Auto Parts #6969		127.46		.00
	7674	CARD CENTER			N				
180	591-53000-902-000000				Amazon.Com*wj87w6ru3		52.52		.00
	7674	CARD CENTER			N				
341	591-53000-902-000000				Fareway Stores, Inc		185.05		.00
	7674	CARD CENTER			N				
464	591-53000-902-000000				Amazon MktpL		50.18		.00
	7674	CARD CENTER			N				
467	591-53000-902-000000				Wm Supercenter #234		118.83		.00
	7674	CARD CENTER			N				
472	591-53000-902-000000				Amazon MktpL		17.09		.00
	7674	CARD CENTER			N				
483	591-53000-902-000000				Amazon MktpL		29.98		.00
	7674	CARD CENTER			N				
508	591-53000-902-000000				The Ups Store 2836		47.88		.00
	7674	CARD CENTER			N				
Totals for account: 591-53000-902-000000							774.14		
116	591-53008-902-000000	MAINTENANCE MATERIALS			Sutherlands 1214		27.72		.00
	7674	CARD CENTER			N				
130	591-53008-902-000000				Lowes #01565		114.01		.00
	7674	CARD CENTER			N				
195	591-53008-902-000000				Sutherlands 1214		50.96		.00
	7674	CARD CENTER			N				
260	591-53008-902-000000				Lowes #01565		44.19		.00
	7674	CARD CENTER			N				
265	591-53008-902-000000				In *envirozone, Llc		2,725.60		.00
	7674	CARD CENTER			N				
367	591-53008-902-000000				Siteone Landscape Supply		548.96		.00
	7674	CARD CENTER			N				

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JE Account Number			Description	Item Description					Debit	Credit
Line				No					Amount	Amount
Check	Vendor	Vendor Name	Invoice Number	PO Number	PO Item	Split	PO Item	Encumbrance	Employee Asset id	
Number	Number				Number	Seq Number	Compl	Liquid Amt	Number	
463	591-53008-902-000000		MAINTENANCE MATERIALS		Sutherlands	1214				
	7674	CARD CENTER				N			99.95	.00
468	591-53008-902-000000				Oreilly	142			52.47	.00
	7674	CARD CENTER				N				
473	591-53008-902-000000				Feldmans Farm And Home				5.99	.00
	7674	CARD CENTER				N				
Totals for account: 591-53008-902-000000									3,669.85	*
158	591-53010-902-000000		LAB SUPPLIES		Amazon MktpL				246.19	.00
	7674	CARD CENTER				N				
175	591-53010-902-000000				Amazon MktpL				72.00	.00
	7674	CARD CENTER				N				
436	591-53010-902-000000				Tisch Scientific				55.70	.00
	7674	CARD CENTER				N				
460	591-53010-902-000000				Usabluebook				85.42	.00
	7674	CARD CENTER				N				
461	591-53010-902-000000				Certified Material Testi				190.11	.00
	7674	CARD CENTER				N				
489	591-53010-902-000000				Amazon MktpL				82.80	.00
	7674	CARD CENTER				N				
Totals for account: 591-53010-902-000000									732.22	*
5	591-54004-902-000000		TRAINING COSTS		American Water College				299.99	.00
	7674	CARD CENTER				N				
44	591-54004-902-000000				Mo Dept Of Nat Resorc				46.15	.00
	7674	CARD CENTER				N				
230	591-54004-902-000000				Chick-Fil-A #02442				35.53	.00
	7674	CARD CENTER				N				
396	591-54004-902-000000				10th And Cherry Parking				4.00	.00
	7674	CARD CENTER				N				
431	591-54004-902-000000				Chipotle 0315				17.30	.00
	7674	CARD CENTER				N				
Totals for account: 591-54004-902-000000									402.97	*
26	591-57003-902-000000		LIFT STATION MAINTENANCE		Stanion Wholesale Electr				146.55	.00
	7674	CARD CENTER				N				
36	591-57003-902-000000				Grainger				120.05	.00
	7674	CARD CENTER				N				

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JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number PO Number PO Item Number Po Split Seq Number PO Item Compl Liquid Amt Employee Asset id Number		
41	591-57003-902-000000	LIFT STATION MAINTENANCE	Advance Auto Parts #6969	192.86	.00
	7674 CARD CENTER		N		
74	591-57003-902-000000		Amazon Mktpl	169.12	.00
	7674 CARD CENTER		N		
262	591-57003-902-000000		Amazon Mktpl	949.19	.00
	7674 CARD CENTER		N		
Totals for account: 591-57003-902-000000				1,577.77	*
31	591-57005-902-000000	WATER PLANT MAINTENANCE	Sq *kansas City Industri	3,095.15	.00
	7674 CARD CENTER		N		
56	591-57005-902-000000		A W Schultz Inc	750.00	.00
	7674 CARD CENTER		N		
62	591-57005-902-000000		Sq *kansas City Industri	2,131.92	.00
	7674 CARD CENTER		N		
Totals for account: 591-57005-902-000000				5,977.07	*
315	591-57009-902-000000	VEHICLE MAINTENANCE	Rough Country	629.95	.00
	7674 CARD CENTER		N		
111	591-57019-902-000000	BUILDING MAINTENANCE	Amazon Mktpl	58.98	.00
	7674 CARD CENTER		N		
525	591-57019-902-000000		Amazon Mktpl	31.48	.00
	7674 CARD CENTER		N		
Totals for account: 591-57019-902-000000				90.46	*
233	591-59014-902-000000	CLOTHING EXPENSES	Amazon Mktpl	79.00	.00
	7674 CARD CENTER		N		
49	591-60000-902-000000	MINOR EQUIPMENT	Sq *kansas City Industri	376.09	.00
	7674 CARD CENTER		N		
82	591-60000-902-000000		Sq *kansas City Industri	366.97	.00
	7674 CARD CENTER		N		
135	591-60000-902-000000		Sutherlands 1214	89.92	.00
	7674 CARD CENTER		N		
358	591-60000-902-000000		Nor*northern Tool	2,509.98	.00
	7674 CARD CENTER		N		
Totals for account: 591-60000-902-000000				3,342.96	*
19	591-60015-902-000000	MINOR TOOLS	Car Parts Distributing I	269.99	.00
	7674 CARD CENTER		N		

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JE Account Number	Description	Item Description	Debit	Credit
Line		No	Amount	Amount
Check Vendor Vendor Name	Invoice Number PO Number	PO Item Po PO Item Encumbrance Employee Asset id		
Number Number		Number Split Compl Liquid Amt Number		
		Seq Number		
Totals for fund: 591			22,464.71	22,464.71 **
610 592-10001-000-000000	CASH AND INVESTMENTS		.00	910.00
571 592-70020-801-000000	CONSTRUCTION CONTRACT	In *cornerstone Landscap	910.00	.00
7674 CARD CENTER		N		
Totals for fund: 592			910.00	910.00 **
611 999-10001-000-000000	CASH AND INVESTMENTS		.00	116,346.28
583 999-39100-000-000000	EQ IN POOLED CASH - FUND 100		51,809.28	.00
593 999-39243-000-000000	EQ IN POOLED CASH - FUND 243		1,984.18	.00
601 999-39244-000-000000	EQ IN POOLED CASH - FUND 244		1,108.14	.00
603 999-39247-000-000000	EQ IN POOLED CASH - FUND 247		1,540.38	.00
585 999-39351-000-000000	EQ IN POOLED CASH - FUND 351		563.07	.00
587 999-39352-000-000000	EQ IN POOLED CASH - FUND 352		3,173.74	.00
589 999-39353-000-000000	EQ IN POOLED CASH - FUND 353		88.80	.00
591 999-39354-000-000000	EQ IN POOLED CASH - FUND 354		974.99	.00
595 999-39460-000-000000	EQ IN POOLED CASH - FUND 460		10,054.19	.00
597 999-39461-000-000000	EQ IN POOLED CASH - FUND 461		1,262.57	.00
599 999-39465-000-000000	EQ IN POOLED CASH - FUND 465		4,667.78	.00
605 999-39590-000-000000	EQ IN POOLED CASH - FUND 590		15,790.79	.00
607 999-39591-000-000000	EQ IN POOLED CASH - FUND 591		22,418.37	.00
609 999-39592-000-000000	EQ IN POOLED CASH - FUND 592		910.00	.00
Totals for fund: 999			116,346.28	116,346.28 **
Totals for journal entry number: 2259			233,927.41	233,927.41 ***

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CITY COUNCIL ACTION REPORT

Meeting Date: September 22, 2025

A/R No.: 2025-290

Department: Utilities

Submitted By: Matt Redenbaugh,
Operations Manager Wastewater

Subject: Ordinance approving an agreement for service with HACH for the calibration of probes and controllers at the Wastewater Treatment Plant in an amount not to exceed \$27,000.00

Summary:

Approve a service contract with Hach to Calibrate Wastewater Treatment Plant probes and meters.

Background:

The Wastewater Treatment plant operates on probes, which provide necessary data on the operation of the plant and include the following:

- **Control motor speed:** motor speed controls oxygen. Oxygen is controlled throughout our process. Too much or too little oxygen causes operational issues.
- **Gates opening and closing:** Controls level and gate positioning.
- **pH:** pH values are needed throughout the plant for process control.
- **Solids control:** Controls retention time of particles, the amount of time spent in the treatment process to have proper nutrient removal and process control.

Wastewater Treatment Plant staff rely on these probes to achieve good automated process control, which is achieved by having them calibrated. The wastewater treatment plant operates 24-hours-a-day based on input from the sensors. If any of these probes do not give the control system accurate information, the following could occur:

- **Excesses:** exceed our permitted values in our permit.
- **Waste electricity:** motors running at higher rpm, which increases costs.
- **Shortened life of equipment:** Due to running at unnecessary high speeds.

Staff performs tests every day for the purpose of process control and nutrient removal. These tests are performed using meters to record the value. If these meters are not giving us accurate data, we could falsely believe we are meeting our operational and permit goals, make bad process control decisions which would result in excesses, pollute the environment and potentially face MoDNR enforcement actions resulting in fines from the Missouri Department of Natural Resources and the Environmental Protection Agency.

This is a specialty service and staff was not able to identify any other companies that

offer these services.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 591-55041-902-000000	Amount: \$27,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance approving an agreement with HACH
2. CONTRACT APPROVING AN AGREEMENT FOR SERVICE WITH HACH_PS
Signed
3. Hach Service Contract Quote

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT FOR SERVICE WITH HACH FOR THE
CALIBRATION OF PROBES AND CONTROLLERS AT THE WASTEWATER
TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$27,000.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an agreement by and between the City of Liberty, Clay County, Missouri and HACH at P.O. Box 389, 5600 Lindberg Drive, Loveland Colorado 80538 for services in an amount not to exceed TWENTY-SEVEN THOUSAND DOLLARS AND 00/100 (\$27,000.00) a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement for services as described in Section 1 of this ordinance.

SECTION III

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

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

**AGREEMENT FOR SERVICE FOR
THE CALIBRATION OF PROBES AND CONTROLLERS FOR THE
WASTEWATER TREATMENT PLANT FOR 2025**

**Between
MAYOR, COUNCILMEN, AND CITIZENS OF THE CITY OF LIBERTY,
CLAY COUNTY, MISSOURI
AND
HACH**

THIS AGREEMENT FOR SERVICE WITH HACH is made on this day _____ of _____ 2025, between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation hereinafter referred to as CITY, and Hach as CONTRACTOR. In consideration of the following covenants and agreements, the City and Contractor hereby mutually agree as follows

WITNESSETH

CITY and CONTRACTOR hereby agree that CONTRACTOR shall Calibrate Probes and Controllers for the Wastewater Treatment Plant. Contractor agrees to provide proof of workers' compensation coverage for any person doing the work, and shall provide proof the Contractor has a valid license that entitles Contractor to do business within the corporate limits of the CITY.

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

1. Scope/Contractor Obligations
 - 1.1. Calibration of Probes and Controllers.
 - See Hach Service Contract Quote for breakdown of equipment.
2. City Task. City Shall Provide/Take Care of
 - 2.1. Allow access to various probes, and controllers,
3. INSURANCE
 - 3.1. The CONTRACTOR shall provide a certificate of insurance indicating general liability insurance coverage in an amount of at least \$2,000,000 per occurrence, shall name the CITY as additional insured for general liability insurance coverage and shall maintain evidence of insurance as follows:
 - 3.2. Worker's Compensation meeting at least the minimum requirements of the laws of the State of Missouri, and Employer's Liability with a minimum single limit of \$1,000,000.
 - 3.3. Commercial General Liability minimum \$ 2,000,000 combined single limit for bodily injury and property damage per occurrence.
 - 3.4. Automobile Liability Insurance minimum \$ 2,000,000 combined single limit of bodily injury and property damage per occurrence to include premises operations and subcontractors.
 - 3.5. Completed Operations and Contractual Liability are to be included under the Commercial General Liability coverage. The insurance policies, including excess liability/umbrella coverage, will have combined limits of no less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate. Environmental Impairment insurance in the amount of \$10,000,000.
4. PAYMENT
 - 4.1. The CONTRACTOR shall be paid in full amount after completion of repair.
5. Price
 - 5.1. The quote received states that the expected amount for all services shall be a total of \$26,805.00. Action written for \$27,000 to cover any potential unknown findings and/or cost.

6. The following address is hereby designated as the legal address of the CONTRACTOR.
Such address may be changed at any time by notice in writing delivered to CITY.

Hach
PO Box 389
5600 Lindberg Dr.
Loveland,
Colorado 80538

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

Approved this _____ day of _____, 2025.

CITY OF LIBERTY, MISSOURI

ATTEST:

BY _____
MAYOR

DEPUTY CITY
CLERK

CONTRACTOR
Hach

BY (Seal) AUTHORIZED

OFFICIAL *Phillip Silva* **

Phillip Silva - Manager, Contract Renewals

Attest *Theresa Duginski* _____

Name/Title Theresa Duginski - Contract Term Specialist

**subject to contract addendum attached hereto

**Contract Addendum to Agreement for Service
HACH714462 (the "Project")**

**Parties: City of Liberty (Company)
Hach Company ("Supplier")**

Date: August 19, 2025

Recitals: Customer and Supplier are entering into a contract for the purchase of Supplier's goods and/or services ("Goods" and/or "Services") related to the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract"). This Contract Addendum (the "Addendum") is intended to provide reasonable revisions to Customer's Base Contract to enable the parties to enter a contract for the purchase of Goods and /or Services related to the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Services.** The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Supplier has no responsibility for the supervision or actions of Customer's employees or contractors or for non-Supplier chemicals or equipment and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such aspects or actions or any other aspects or actions not under Supplier's control.
- 2. Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier's indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against any and all damages to the extent caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by Customer, its affiliates, or those employed by, controlled by or in privity with them, and Customer agrees to so defend and indemnify Supplier. Customer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.
- 3. Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.
- 4. Warranty.** Supplier warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Supplier warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5. Intellectual Property; Information Technology; Privacy.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to

use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Company any personal data or personally identifiable information.

6. Performance Guarantees. All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

7. Acceptance and Set-off. Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.

8. Funds Transfers. Customer and Supplier both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new or changed bank transfer or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

9. Payments. All payments are due within 30 days of the invoice date, on the activation date of any service partnership.

10. Miscellaneous. Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement. Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party. Nothing in the Customer's Base Contract supersedes or nullifies this Addendum. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

City of Liberty:

Hach:

By: _____

By: Phillip Silva

Name: _____

Name: Phillip Silva

Title: _____

Title: Manager, Contract Renewals

Date: _____

Date: 8/28/2025

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 8 Partnership Number : HACH714462
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



Partnership Number : HACH714462 **Version :** 0.24 **Quotation Date :** 13-AUG-25
Expiration Date : 09-NOV-25

Hach Company Contact : Willett, David **Service Partnership Phone :** (800) 227-4224 x6293 **Service Partnership Email :** david.willett@hach.com
Customer Ref : RENEWAL QUOTE **Customer Contact :** REDENBAUGH, MATT
Customer Phone : 816-439-4564 **Customer Fax :** **Customer Email :** mredenbaugh@libertymo.gov

<u>Bill-To Account # 40298600</u>		<u>Ship-To Account # 40298600</u>		
Customer Name	CITY OF LIBERTY	Customer Name	CITY OF LIBERTY	Payment Terms: Net 30
Address4		Address4		Billing Method: Annual-Invoices on START Date
Address1	PO BOX 159	Address1	2800 RIVERVIEW RD	Currency: USD
Address2		Address2		
Address3		Address3		
City,State,PostalCode	LIBERTY-MO-64069-0159	City,State,Postalcode	LIBERTY-MO-64068-8425	
Province/Country	US	Province/Country	US	

Line	Service Name				Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	BSPPLUSDR6000	09-NOV-25	08-NOV-26	BenchPlus-DR6000 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	1,805.00
1.1	LPV441.99.00012			db DR 6000 UV VIS SPECTROPHOTOMETER W RFID TECHNOLOGY ; 1696067	
2	PMP-GLPHORP-2V	09-NOV-25	08-NOV-26	PMP-GLI pH ORP PROBE 2V-(FRV 1)	9,139.00
2.1	DRD1R5			Digital ORP Sensor,Ryton,Convertible ; 1602440810	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	2 of 8 HACH714462
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

2.2	DRD1P5	Digital ORP Sensor, PEEK, Convertible ; 1606444247		
2.3	DRD1P5	Digital ORP Sensor, PEEK, Convertible ; 1606444246		
2.4	DRD1P5	Digital ORP Sensor, PEEK, Convertible ; 2208441815DUP		
2.5	DRD1P5	Digital ORP Sensor, PEEK, Convertible ; 2208441811DUP		
2.6	DRD1P5	Digital ORP Sensor, PEEK, Convertible ; 2109446744		
2.7	DRD1P5	Digital ORP Sensor, PEEK, Convertible ; 2109446749		
2.8	DRD1P5.1	Digital ORP Sensor, PEEK, Convertible Non-HEV ; 230874213540		
2.9	DRD1P5.1	Digital ORP Sensor, PEEK, Convertible Non-HEV ; 230664211540		
2.10	DRD1P5.1	Digital ORP Sensor, PEEK, Convertible Non-HEV ; 2208440459		
2.11	DRD1P5.1	Digital ORP Sensor, PEEK, Convertible Non-HEV ; 230664211538		
2.12	DPD1P1.1	DIGITAL pH SENSOR, PEEK, CONVERTIBLE Non-HEV ; 230934214081		
2.13	DPD1P1	Digital pH Sensor, PEEK, Convertible ; 2208440949		
3	FSPLDO2	09-NOV-25 08-NOV-26	Fld Svc LDO2 - 1 visit Field Service Partnership provides full coverage, including one on-site annual preventative maintenance/calibration service and probe replacement upon failure.	1,928.00
3.1	9020000		ASSY, PROBE, LDO MODEL 2, HACH ; 160760000038	
3.2	9020000		ASSY, PROBE, LDO MODEL 2, HACH ; 160760000035	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	3 of 8 HACH714462
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

	3.3	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 221120000807	
	3.4	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 221150000821	
4	FSPSC200		09-NOV-25	08-NOV-26	Fld Svc-1V SC200 Controller	1,640.00
	4.1	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1603C0138074	
	4.2	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1603C0138075	
	4.3	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1612C0141652	
	4.4	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1612C0150051	
	4.5	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1603C0138079	
5	PMP-HQD-2V		09-NOV-25	08-NOV-26	PMP-HQd Series-2V (FRV 1)	645.00
	5.1	HQ40D			vv oo HQ40d MULTI PORTABLE METER ; 161000005949	
6	PMP-DR6000-1V		09-NOV-25	08-NOV-26	PMP-DR6000-1V (FRV1) - 2 TOTAL VISITS Preventative Maintenance includes: Preventative maintenance parts, labor and travel for 1 on-site PM/calibration if applicable per year, unlimited technical support calls, and free Software/firmware updates. Repairs not included. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements	1,237.00
	6.1	LPV441.99.00012			db DR 6000 UV VIS SPECTROPHOTOMETER W RFID TECHNOLOGY ; 1696067	
7	PMP-LDO2-1V		09-NOV-25	08-NOV-26	PMP-LDO2-1V (FRV 1) - 2 TOTAL VISITS	1,444.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 4 of 8 Partnership Number : HACH714462
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

7.1	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 160760000038	
7.2	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 160760000035	
7.3	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 221120000807	
7.4	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 221150000821	
8	PMP-SC200-1V	09-NOV-25	08-NOV-26	PMP-SC200-1V (FRV 1) - 2 TOTAL VISITS	556.00
8.1	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1603C0138074	
8.2	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1603C0138075	
8.3	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1612C0141652	
8.4	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1603C0138079	
9	FSPSOLITAX	09-NOV-25	08-NOV-26	Fld Svc-2V Solitax Sensor	5,956.00
9.1	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 2066565	
9.2	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 2055739	
9.3	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 2329114	
9.4	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 2014348	
10	FSPSC4500	09-NOV-25	08-NOV-26	Field Service Partnership, SC4500, 1 Visit Field Service Partnership provides full coverage, including parts, labor, and travel for one preventative maintenance visit per year and on-site repairs with priority status.	1,730.00
10.1	LXV525.99A11551			SC4500 w/o plug Prognosis mAOutput 2DigSensors ; 2188512	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 5 of 8 Partnership Number : HACH714462
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

10.2	LXV525.99A11551			SC4500 w/o plug Prognosis mAOutput 2DigSensors ; 2187354	
10.3	LXV525.99A11551			SC4500 w/o plug Prognosis mAOutput 2DigSensors ; 2372076	
10.4	LXV525.99A11551			SC4500 w/o plug Prognosis mAOutput 2DigSensors ; 2371935	
10.5	LXV525.99A11551			SC4500 w/o plug Prognosis mAOutput 2DigSensors ; 2371249	
11	PMP-SC4500-1V	09-NOV-25	08-NOV-26	PMP, SC4500, 1 Visit (FRV1) - 2 TOTAL VISITS Preventative Maintenance Partnership includes travel and labor for one on-site preventative maintenance/calibration/certificatio n visit per year and unlimited priority technical support. Factory recommended number of visits per year is one.	725.00
11.1	LXV525.99A11551			SC4500 w/o plug Prognosis mAOutput 2DigSensors ; 2188512	
11.2	LXV525.99A11551			SC4500 w/o plug Prognosis mAOutput 2DigSensors ; 2187354	
11.3	LXV525.99A11551			SC4500 w/o plug Prognosis mAOutput 2DigSensors ; 2372076	
11.4	LXV525.99A11551			SC4500 w/o plug Prognosis mAOutput 2DigSensors ; 2371935	
11.5	LXV525.99A11551			SC4500 w/o plug Prognosis mAOutput 2DigSensors ; 2371249	
Sub Total :					26,805.00
Tax:					0.00
Total :					26,805.00

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 6 of 8 Partnership Number : HACH714462
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Customer Name : CITY OF LIBERTY

Customer P.O. Number : _____

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated to or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : 7 of 8 Partnership Number : HACH714462 WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:.

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



CITY COUNCIL ACTION REPORT

Meeting Date: September 22, 2025

A/R No.: 2025-286

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Ordinance approving an agreement with First Due Holdings, Inc., for a cloud-based platform for EPCR, NFIRS/NERIS, planning and prevention, inventory and training for the Fire Department in an amount not to exceed \$24,786.20

Summary:

- The Fire Department currently utilizes several platforms for EMS and Fire reporting, scheduling, alerting, pre-planning, inspections, inventory and training.
- We have used several of these programs for over 10 years. While they have continuously updated their software, they still require several different logins to each program.
- Contracts with these vendors will be terminated.
- First Due is an "all-in-one" cloud-based platform that will consolidate NFIRS/NERIS, ePCR, fire prevention, pre-incident planning, scheduling & personnel management, asset & inventory, hydrants, training, community engagement, mobile response, into a single application/platform.

Background:

First Due is an "all-in-one" cloud-based platform that has been designed to consolidate NFIRS/NERIS, ePCR, fire prevention, pre-incident planning, scheduling & personnel management, asset & inventory, hydrants, training, community engagement, mobile response, into a single application/platform with a single log in on any device. This software will also allow pre-planned information to be shared with our mutual aid partners.

This contract will begin once signed on September 22, 2025, and will be prorated through December 31, 2025. It will then be renewed each year. The expected "Go-Live" date will be January 1, 2026.

Over the course of the next three months, the implementation workflow will be as follows:

1. Discovery and Planning
2. Configuration
3. Optimization
4. Data Migration
5. Training
6. Go-Live
7. Training.

The implementation of First Due will provide the department with solutions to replace

our scheduling, training, EMS and Fire reporting, fire prevention, pre-planning, inventory, and narcotics tracking as well as much-needed fire investigation software all under one platform. We currently utilize five different software platforms. The Fire Department will end our contracts with our current vendors, which will be relatively cost-neutral.

Previous Action (if applicable):

None

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item: 100-54004-303-000000	Amount: \$24,786.20
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - First Due Holdings
2. Liberty FD_First Due_SSA Contract Package_21AUG2025_v1 Final for signatures HALF SIGNED

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT WITH FIRST DUE HOLDINGS, INC.,
FOR A CLOUD-BASED PLATFORM FOR EPCR, NFIRS/NERIS, PLANNING AND
PREVENTION, INVENTORY AND TRAINING FOR THE FIRE DEPARTMENT IN AN
AMOUNT NOT TO EXCEED \$24,786.20

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

SECTION I

That the City Council hereby approves an agreement by and between the City of
Liberty and between First Due Holdings, Inc., a Delaware corporation, through its wholly-
owned subsidiary pertaining to services contained herein in an amount not to exceed
\$24,786.20 which includes the 3.5-Month Prorated Subscription Fees of \$16,036.20 and
one-time fee of \$8,750.00.

SECTION II

The City Council hereby authorizes the Mayor to execute the Agreement
described in Section I of this ordinance.

SECTION III

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

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

GREG CANUTESON, MAYOR

ATTEST:

Deputy City Clerk

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

GREG CANUTESON, MAYOR



Agreement for Services

This Agreement for Services (this "Agreement") dated as of **September 15, 2025** (the "Effective Date") is made by and between First Due Holdings, Inc., a Delaware corporation, through its wholly-owned subsidiary Locality Media, LLC dba First Due ("First Due"), and the **Liberty Fire Department** located at **200 W. Mississippi St., Liberty, MO 64068** (the "Customer").

1. **Service Access and Use Agreement.** First Due maintains a website through which Customer members may access First Due's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. First Due agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. **Credential Management, Data Submission, and License Rights.** First Due may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes First Due to act on any instructions First Due receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). First Due also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". First Due may acquire Data from third party public and/or private sources in First Due's discretion. In addition, the Customer will upload to the Service or otherwise provide to First Due in such form and using such methods as First Due reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by First Due. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to First Due a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to First Due by the Customer in connection with the development, operation, and performance of First Due's business, including but not limited to the Service.
3. **Data Use, Disclaimers, and Limitations of Liability.** As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that First Due, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which First Due has no control and for which First Due assumes no responsibility. First Due makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does First Due make any representation or warranty regarding the accuracy or reliability of the Data received by First Due. First Due provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.
4. **Customer Equipment and Technical Requirements.** The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for

the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). First Due shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to First Due ("Technical Problems").

5. **Term and Termination.** This Agreement will be effective for an initial term of **3.5 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. First Due reserves the right to increase Customer's renewal Service fees by no more than **10%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. **Effects of Termination and Reservation of Rights.** Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 15 and 19 through 23 hereof shall survive any termination or expiration of this Agreement.
7. **Fees, Additional Services, and Taxes.** The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). First Due may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on First Due's income).
8. **Intellectual Property and Data Rights.**
 - a. First Due IP. First Due owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by First Due to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by First Due, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
 - b. Customer Data. Customer shall own all Customer data and upon termination or written request, First Due shall provide Customer data to Customer.
 - c. De-Identification. Customer acknowledges and agrees that First Due may use Customer data to generate a de-identified data set (a "Data Set") in accordance with the then-current HIPAA de-identification standards set forth in 45 CFR § 164.514(b). Once de-identified, the Data Set will no longer constitute identifiable Customer data or "Protected Health Information", as defined under HIPAA at 45 CFR 160.103. Subject to applicable laws, First Due may, in its sole discretion, transform, analyze, distribute, redistribute, create derivative works of, license, disclose to third party researchers, or otherwise use such Data Set.
9. **Confidentiality.**
 - a. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the

Service and associated software and the terms of this Agreement shall be deemed First Due's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

- b. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with this Section 9 or otherwise are bound under substantially similar confidentiality restrictions.
- c. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9(a) or 9(b) by the other party, any of its employees, agents or consultants.

10. Limited Warranty. FIRST DUE REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, FIRST DUE MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES FIRST DUE WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.

11. Service Levels and Support Obligations. First Due will provide the Service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. First Due will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue	4 hours from receipt of initial notice from the	3 days from receipt of initial notice from the	15 days from receipt of initial notice from

	Customer, or discovery, of the error	Customer, or discovery, of the error	the Customer, or error discovery
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12. Warranty Limitations and Disclaimers. EXCEPT AS SET FORTH ABOVE IN SECTION 10, FIRST DUE MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. FIRST DUE SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.

13. Customer Representations, Data Rights, and Use Restrictions. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to First Due, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

14. Indemnification.

- a. First Due will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by First Due of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
- b. The Customer will indemnify, defend and hold First Due harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 13(a) or result from the gross negligence or willful misconduct of First Due.
- c. Such indemnification under Sections 14(a) and 14(b) will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.

15. Limitation of Liability. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER

TO FIRST DUE WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

- 16. Notices.** All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
- 17. Assignment.** Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. First Due may assign this Agreement or any rights or obligations hereunder to any First Due affiliate or in connection with the merger or acquisition of First Due or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
- 18. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- 19. Modifications.** Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
- 20. Third Party Beneficiary.** The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
- 21. Force Majeure.** Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
- 22. Training Content Disclaimer.** As related to First Due's Basic Training Records, Advanced Training Records, and Advanced Training Records with Content modules and associated Training Content, First Due's products are intended to be used by certified instructors and are designed to be integrated into a broader curriculum that includes digital, online, or in person classroom instruction, hands-on practice and the use of educational materials. Some practices or procedures shown may differ from Licensee's competency and procedural requirements. First Due makes no warranty, expressed or implied that the information presented will satisfy any particular situation or need or that any demonstrated procedure is safe. First Due disclaims any liability, loss or risk resulting directly or indirectly from the Training Products.
- 23. Entire Agreement and Severability.** This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
- 24. Headings.** The headings and titles in this Agreement are for convenience of reference only and shall not affect the meaning, interpretation, or construction of any provision of this Agreement. They are not intended to be part of the substantive terms and shall not be used to interpret the intent of the parties.
- 25. Agreement Billing Information.**
 - a. Accounts Payable Contact**

Name: _____

Email: _____

Phone: _____
 - b. Tax Exempt** _____ (Yes/No)
If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

- c. **Purchase Order Required** _____ (Yes/No)
If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above. The undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective parties.

**FIRST DUE HOLDINGS, INC.,
THROUGH ITS WHOLLY-OWNED SUBSIDIARY
LOCALITY MEDIA, LLC DBA FIRST DUE**

By: Toby Ritt
(Signature)
Name: Toby Ritt
Title: VP Sales
Date: Sep 03 2025 13:09 EDT

LIBERTY FIRE DEPARTMENT

By: _____
(Signature)
Name: _____
Title: _____
Date: _____



Exhibit A Quote

Customer Name: Liberty Fire Department
Billing Address: 200 W. Mississippi St.
 Liberty, MO 64068

Quote Number: 1545132000519411576
Prepared By: Constantine Stade
Valid Until: October 31, 2025

Subscription Start: September 15, 2025
Initial Term: 3.5 months
Annual Subscription: \$53,454.00

Product Details

Occupancy Management & Pre-Incident Planning

Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.

Responder

Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.

Command

Comprehensive Incident Command Module with digital command board, drag and drop task assignment, customizable checklists, live map annotation and automated Incident log.

Hydrant Management – Basic

Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, and hydrant setup

Inspections

Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.

Permitting

Permit Management, Customizable Permit Types, Plan Review and Permit Fees.

Investigations

Organize, analyze, and document investigations, keeping case information secure and separated from, but integrated with other modules.

Incident Reporting – NFIRS

NFIRS Incident Documentation, State and Federal Compliance with automated submission.

Incident Reporting – ePCR

ePCR Incident Documentation, State and Federal Compliance with automated submission.

AI Enhanced Documentation: ePCR

AI powered transcription and documentation solution to assist with completing EMS patient care reports.

Scheduling

Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.

Personnel Management

Store, Manage and Access Employee Records including demographic data, certifications and employment information.

Advanced Training Records with Content

Assign Training, Record Completions, View Training Logs, and Manage Certifications. Enables the administration, assignment, and delivery of online training course content. This module also allows users to upload SCORM files to deliver online training to end users. Advanced Training Records Content Packages included with this purchase are listed below separately.

Fire & EMS Training Bundle Content Package - Fire Engineering

Includes access to First Due's Interactive Fire & EMS Training Bundle for use in the administration, assignment and delivery of web-based training through First Due Advanced Training Records with Content.

Qty/Licenses: 66

This Training Content is subject to the Fire Engineering Training™ Subscription Services Terms and Conditions (the "FET Terms"), which are attached to and made part of the Agreement. The Customer understands and agrees that Clarion Events, Inc. is responsible solely for the obligations contained within the FET Terms, and First Due is responsible for all other obligations contained in your agreement.

Events & Activities

Create Events, View Global Activity Log, and Access Global Calendar.

Assets & Inventory

Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

Medications Tracking

Track all medications, including DEA Scheduled Medications. Tracking a medication's lifecycle (receipt, usage, waste or removal) by expiration date, lot number or serial number. Ensure compliance with internal and external signatures, as well as advanced role security and authentication.

Central Square Pro/ Zuercher CAD Integration

Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP or API connection utilizing the CST Pro Standard Export Interface or CS Pro API

HDE Connection w/ ESO Subscription

Enables ePCRs to be sent securely to ESO's HDE

First Arriving Integration

First Arriving Integration

SSO Integration

Connection to supported SSO platform (Microsoft Azure, Microsoft Active Directory Federated Services, Okta or IAMS).

Single API Endpoint

Access to First Due API for use with a single endpoint.

Premium Online Training Package

Up to 8 Hours Online Training with certified First Due Instructor

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	\$ 8,750.00
3.5-Month Prorated Subscription Fees Subtotal	\$ 16,036.20
Grand Total*	\$ 24,786.20
*Excluding Tax	

Statement of Work. The attached Statement of Work will detail the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Quote.

Invoicing and Payment Terms. The above-listed Grand Total will be invoiced on or around the Subscription Start date and due within thirty (30) days from the date of the invoice. For subsequent annual periods, the Service fees are due and payable annually in advance on January 1st.

Electronic ACH payment Information. Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907



Statement of Work
For
Liberty Fire Department
Quote Number: 1545132000519411576

1. Introduction

1.1 Purpose

The purpose of this Statement of Work ("SOW") is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for Customer from First Due for the purchased product(s) set forth in this Exhibit A ("Purchased Products").

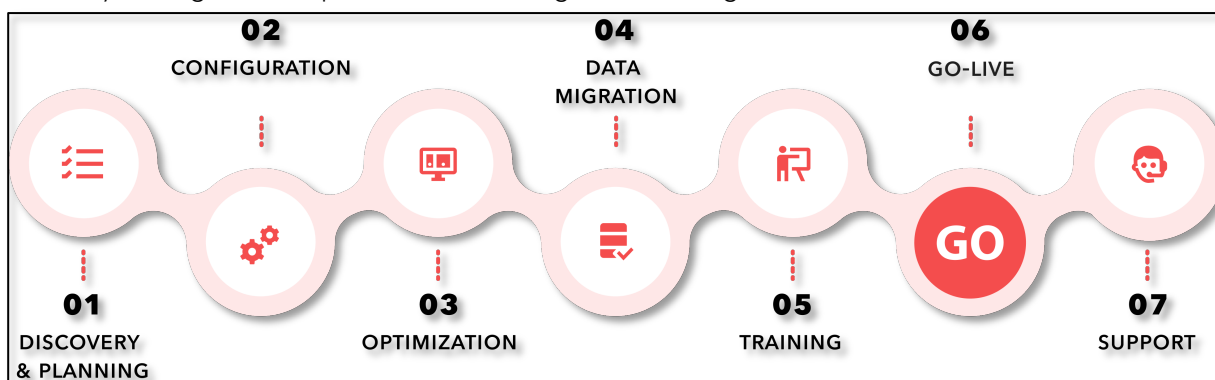
1.2 Scope

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.
- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition

to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchased Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchased Products

2.3.4 Data Migration: Data Migration will occur throughout the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this SOW, the Customer shall receive:

- Formal training as outlined in Exhibit A
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this SOW will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this SOW, First Due will implement all integrations and relevant scope outlined in Exhibit A. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this SOW, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions**8.1 Customer Participation**

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this SOW will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to Section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

FIRE ENGINEERING • TRAINING •

Subscription Services Terms and Conditions

The following terms and conditions (the "Agreement") apply to all Subscription Services, as defined below, purchased by the entity or individual using the Subscription Services (the "User") from Clarion Events, Inc. ("Clarion Events"). If purchased on behalf of others, the User represents and warrants that all individuals who have access to the Subscription Services are each considered a User and personally guarantees that all individuals will comply with the terms of the Agreement.

WHEREAS, Clarion Events has developed and implemented Fire Engineering Training and other services which can be purchased on a subscription basis (the "Subscription Services");

WHEREAS, the User wishes to purchase the Subscription Services from Clarion Events through First Due Holdings, Inc., a Delaware corporation, through its wholly-owned subsidiary Locality Media, LLC dba First Due ("First Due");

WHEREAS, the User understands and agrees that Clarion Events' obligations are solely limited to the terms contained in this Agreement, and any other services or obligations which may be offered by First Due related to this Agreement or the Subscription Services are the sole obligation of First Due. For good and valuable consideration, the receipt of which is hereby acknowledged, Clarion Events and the User agree to the following:

1. **Term.** This Agreement becomes effective and enforceable upon the User's purchase of the Subscription Services, or the User's use of the Subscription Services, whichever occurs first. This Agreement shall remain in effect for a minimum one (1) year period commencing on the purchase date, unless a different time period is specified on any applicable order form (the "Initial Term"); provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, Clarion Events may terminate this Agreement upon written notice to the User due to the User's breach, insolvency or bankruptcy, or failure to comply with the spirit of the Agreement as determined in Clarion Events' sole discretion.
2. **Subscription Fee/Invoicing.** Clarion Events will invoice the User for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. The User will pay the invoiced amount by Clarion Events within thirty (30) days of the invoice date. Payment instructions are included on the applicable order form, which is attached to and made part of this Agreement, and the User agrees to comply with all such instructions. Clarion Events reserves the right to increase pricing for each Renewal Term.
3. **Ownership of Materials; Derivative Works; Right to Use.**
 - 3.1. **Learning Management System.** The User understands and agrees that part of the Subscription Services may include the use of Clarion Events' Learning Management System ("LMS"), Fire Engineering Training, as described below:
 - 3.1.1. **Generally.** The User acknowledges and agrees that all learning management system services, including but not limited to all online courses, videos, test banks, skills templates and all other materials provided by Clarion Events to the User from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Clarion Events, protected under U.S. copyright, trademark, patent, and other applicable law. Subject to the terms, conditions, and limitations of this Agreement, Clarion Events hereby grants the User a limited, nontransferable, revocable license to prepare derivative works of the Subscription Materials subject to the terms and conditions of this Agreement (each, a "Derivative Work"); provided, however, that the User acknowledges and agrees that Clarion Events is the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other

intellectual property and proprietary rights therein or pertaining thereto, and the User hereby assigns and transfers to Clarion Events all right, title and interest in and to all Derivative Works, including the copyrights and other intellectual property and proprietary rights therein or pertaining thereto. The User will not remove any copyright notice or other notice of Clarion Events appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.

- 3.1.2. **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Clarion Events hereby grants to the User a limited, nontransferable, revocable license to use the Subscription Materials and any Derivative Works solely for the User's internal purposes. The User shall not copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any informational storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, the User will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Clarion Events' prior written consent. The User's right to use the LMS is limited to the right expressly granted in this Agreement. All rights not expressly granted to the User are reserved and retained by Clarion Events and its licensors.
- 3.1.3. **User Data.** As between the User and Clarion Events, all User Data, defined as data owned by User prior to the execution of this Agreement or data not otherwise subject to a Derivative Work, is the User's property; provided that the User grants a perpetual, unlimited, royalty-free, worldwide license to Clarion Events to use User Data in an aggregated and anonymized form. The User hereby acknowledges and agrees it has read and understands Clarion's privacy policy, which can be found at <https://us.clarionevents.com/privacy-policy>.
- 3.2. **Generally; Injunctive Relief.** Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Clarion Events' trade secrets, intellectual property, Confidential Information, Subscription Materials, or the software underlying such products and services, whether by estoppel, implication or otherwise. The User may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, the User grants all rights and permissions in or relating to User Data as are necessary or useful to Clarion Events to enforce this Agreement, exercise Clarion Events' rights, and perform Clarion Events' obligations hereunder. The User acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Clarion Events to injunctive relief in addition to any other available remedy.
4. **Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND CLARION EVENTS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS IMPLIED, STATUTORY, OR OTHERWISE, CLARION EVENTS SPECIFICALLY DISCLAIMS AND THE USER SPECIFICALLY WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURCHASE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. USER UNDERSTANDS AND AGREES THAT ANY OTHER WARRANTIES OR OBLIGATIONS OFFERED BY FIRST DUE RELATED TO THE SUBSCRIPTION SERVICES OR THIS AGREEMENT ARE THE SOLE RESPONSIBILITY OF FIRST DUE.
5. **Disclaimer of Liability.** The User acknowledges and agrees that Clarion Events, its officers, agents, managers, and employees will have no liability to the User or any other person or entity arising from or related to the Subscription Services or the Subscription Materials, or any act or omission by the User or its personnel pursuant to, or in reliance on, any of the Subscription Materials. The User understands and agrees that any liability offered by First Due in relation to the Subscription Services or this Agreement shall be the sole responsibility of First Due.
6. **Limitation of Liability.** Clarion Events' cumulative liability to the User and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relations to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees

actually paid to Clarion Events by the User for the purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Clarion Events be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Clarion Events has been advised of the possibility of such damages. The limitations set forth in this Section 6 shall apply whether the User's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

7. **Indemnification.** The User agrees to defend, indemnify, and hold harmless Clarion Events, and its respective affiliates, personnel and representatives from and against all expenses, costs, claims, demands, suits, actions, proceedings, judgments, fines, penalties, losses, damages and liabilities (including but not limited to reasonable attorneys' fees and expenses), resulting directly or indirectly from (i) any actions or omissions of the User and/or its personnel, agents and representatives that are negligent, wrongful or constitute a breach of this Agreement, or (ii) claims that the User's information, data, documentation, or other content violate the intellectual property, privacy or other rights of any third party. This indemnity provided under this provision shall survive the termination or expiration of this Agreement and is in addition and without prejudice to any other rights and/or remedies which Clarion Events may have or be entitled to under this Agreement and/or applicable laws.
8. **Confidential Information.** The User understands and agrees that it will be exposed to Clarion Events' confidential and proprietary information, including trade secrets, and shall not disclose such information to third parties, and is permitted to only use such information as described in this Agreement. For the avoidance of doubt, the User shall not use the Subscription Services, Subscription Materials, or any other information or documentation covered by this Agreement for any other purpose other than internal use.
9. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware, without giving effect to any choice of law doctrine that would case the law of any other jurisdiction to apply.
10. **Entire Agreement.** This Agreement, including any applicable order forms, embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement or intention has been made by any party hereto that is not embodied in this Agreement. In the event of a conflict of terms between an order form, executed by the User and Clarion Events, and this Agreement, the terms of the order form shall prevail. Terms and Conditions set forth in any purchase order, or any other form or document of the User, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Clarion Events, and shall not be considered binding on Clarion Events unless specifically agreed to in writing by it.

Form <b style="font-size: 24pt;">W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<table style="width: 100%;"> <tr> <td style="width: 70%;"> 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) First Due Holdings, Inc. </td> <td style="width: 30%;"></td> </tr> <tr> <td> 2 Business name/disregarded entity name, if different from above. Locality Media, LLC </td> <td></td> </tr> <tr> <td> 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) </td> <td> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.) </td> </tr> <tr> <td> 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐ </td> <td></td> </tr> <tr> <td> 5 Address (number, street, and apt. or suite no.). See instructions. 3071 Orange Street </td> <td rowspan="3"> Requester's name and address (optional) </td> </tr> <tr> <td> 6 City, state, and ZIP code Miami, FL 33133 </td> </tr> <tr> <td> 7 List account number(s) here (optional) </td> </tr> </table>	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) First Due Holdings, Inc.		2 Business name/disregarded entity name, if different from above. Locality Media, LLC		3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		5 Address (number, street, and apt. or suite no.). See instructions. 3071 Orange Street	Requester's name and address (optional) 	6 City, state, and ZIP code Miami, FL 33133	7 List account number(s) here (optional)
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6 City, state, and ZIP code Miami, FL 33133													
7 List account number(s) here (optional)													

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
3	9	-	2	7	2	5	8	0	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 07/25/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CITY COUNCIL ACTION REPORT

Meeting Date: September 22, 2025

A/R No.: 2025-298

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: Ordinance approving an agreement with Farnsworth Group, Inc. for storm shelter peer review services for the City Hall Police expansion project in an amount not to exceed \$16,000.00

Summary:

- City Council approved an agreement with Hoefer Welker for architectural design for the Liberty City Hall Police Expansion project.
- The design of the City Hall building addition requires a space to be used as a storm shelter that typically requires ICC 500 independent peer review to verify it meets building code requirements.
- City staff solicited proposals from three firms and selected Farnsworth Group for the Independent Peer Review services.
- Approve an ordinance approving an agreement with Farnsworth Group for storm shelter peer review services for the City Hall Police expansion project in an amount not to exceed \$16,000.00.

Background:

City Council previously approved an agreement with Hoefer Welker for architectural design services related to the Liberty City Hall Police Expansion project. As part of the design, the plans for the Police Department addition to the City Hall building must include a storm shelter space. Building code requirements for storm shelters mandate an ICC 500 Independent Peer Review to ensure compliance and verify the design meets all applicable safety standards. This ANSI-approved standard provides minimum design and construction requirements for storm shelters that provide a safe refuge from storms producing high winds, hurricanes, and tornadoes. It contains design requirements for the main wind-resisting structural system and components and cladding of these shelters, and provides basic occupant life safety and health requirements for these shelters including means of egress, lighting, sanitation, ventilation, fire safety, and floor space.

To fulfill this requirement, City staff solicited proposals from three qualified firms and evaluated their capabilities: KH Engineering Group, RTE Technologies, and Farnsworth Group. Two of the firms, KH Engineering and RTE Technologies, opted not to submit proposals. Following review, Farnsworth Group was selected to provide the Independent Peer Review services. The proposed agreement with Farnsworth Group is in an amount not to exceed \$16,000. Approval of this ordinance will authorize the agreement and allow the project design to move forward in compliance with building code standards.

City staff recommends approving an ordinance approving an agreement with

Farnsworth Group, Inc. for storm shelter Peer Review services for the City Hall Police Expansion project in an amount not to exceed \$16,000.00.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
x Non-Budgeted	Line Item: 100-59026-160-000000	Amount: 16,000.00
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance 2025-298 approve agreement with Farnsworth Group for Peer Review City Hall
2. Contract Farnsworth Group Peer Review City Hall Police Expansion

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT WITH FARNSWORTH GROUP, INC.
FOR STORM SHELTER PEER REVIEW SERVICES FOR THE CITY HALL POLICE
EXPANSION PROJECT IN AN AMOUNT NOT TO EXCEED \$16,000.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an agreement by and between the City of Liberty and Farnsworth Group, Inc. for storm shelter peer review services associated with the City Hall Police expansion project in an amount not to exceed SIXTEEN THOUSAND AND 00/100 DOLLARS (\$16,000.00). A copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

MAYOR, Greg Canuteson

ATTEST:

DEPUTY CITY CLERK

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

MAYOR, Greg Canuteson

September 10, 2025

City of Liberty
John Findlay, PE
City Engineer
101 East Kansas Street
Liberty, Missouri 64068

RE: Project Services Agreement for Liberty Police

Dear Mr. Findlay:

Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Agreement ("Agreement") to the City of Liberty ("Client") to provide an ICC 500 Independent Peer Review of the tornado shelter proposed for the Liberty Police located at 101 E. Kansas St., Liberty, MO. We have prepared this Project Services Agreement to match the scope of the work as we understand it in the following pages. These professional services are not available through The Interlocal Purchasing System (TIPS) nor any other cooperative agreement.

Thank you again for the opportunity to provide you with this Project Services Agreement. Should you have any questions regarding this Project Services Agreement, we are pleased to discuss. We look forward to working with you on this new project.

Sincerely,



Matt Morgan, P.E.
FARNSWORTH GROUP, INC.



PROJECT SERVICES AGREEMENT

Liberty Police

City of Liberty

September 10, 2025

PROJECT OVERVIEW /

Our understanding of the project is based on documents and communications provided by the project architect Hoefer Welker:

- The project proposes the design and construction of additions to the existing city hall/police department.
- An ICC 500 compliant Community Storm Shelter (tornado shelter) will be constructed with and as part of the new additions in the holding cells.
- The tornado shelter will be sized to accommodate the normal use occupancy of the police station as agreed upon by the designer, owner and the authority having jurisdiction. For this contract the owner is also the authority having jurisdiction.

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

Farnsworth Group's scope of work is set by the scope identified within this proposal. We have included structural, architectural and MEP peer review services, as well as necessary interface with the Client and client consultants. The scope of work includes the services generally described as follows:

The ICC 500-2014 Standard for the Design and Construction of Storm Shelters requires that an independent 3rd party peer review is conducted on the design of a community storm shelter to ensure compliance with chapters 3, 5 6 & 7.

Upon completion of the review, the independent 3rd party peer reviewer(s) must issue a signed and sealed report to the Authority Having Jurisdiction (AHJ) that:

"Describes the items reviewed and their compliance or non-compliance with applicable codes and standards, and a recommendation of acceptance or rejection of the storm shelter design, or modifications to render the design acceptable, prior to issuance of a building permit."

The following describes the general requirements of review for each ICC 500 chapter:

- **Structural Design Review ICC 500 Chapter 3 Structural Design Criteria:**
This review will verify that the structural elements of the storm shelter are designed in accordance with the appropriate material design standard specified in the applicable building code to sustain the various load requirements. The plans, details and calculations for the following items will be examined:
 - Strength and allowable stress design for structural members and appurtenances
 - Rain, wind and live loads
 - Wind born debris impact resistance and protection.
 - Calculations showing all relevant gravity systems, lateral systems, connections and foundation design calculations which show complete load path.
 - Associated loads and reaction to any delegated design proposed by the designer of record.
- **Architectural Review ICC Chapter 5: *Occupancy, Means of Egress, Access and Accessibility***
This review will verify that the occupant capacity and means of getting in and out of the storm shelter meets ICC requirements. Some of items examined will be:
 - Occupant Density

- Usable storm shelter floor area
- Number of doors, including direction(s) of swing
- Emergency escape openings, including location and operation.
- Door operation, including latching mechanisms.
- Accessible route(s) to the shelter space.
- Signage Requirements.
- Specifications regarding Quality Assurance and/or special inspections.

- **Architectural Design Review ICC 500 Chapter 6 *Fire Safety*:**
This review will ensure adequate provisions for fire safety are met, which will include:
 - Fire separation
 - Fire extinguishers and first aid inclusion
- **MEP Design Review ICC 500 Chapter 7 *Shelter Essential Features and Accessories*:**
This review will ensure compliance of critical support systems including ventilation, sanitation and emergency lighting. Circuiting for emergency power and envelope penetrations will be verified. The plans and calculations for the following items will be examined:
 - Ventilation measures for storm shelters, including power for mechanical systems, intake openings, exhaust and intake protection.
 - Sanitation facilities, support systems and conversions if used.
 - Emergency lighting including all circuiting to standby power.
 - Rainwater drainage

The reviews for compliance will be performed in two (2) phases based on the state of construction documents provided by the client:

- A. **Primary Peer Review:** This will provide an in-depth peer review of the construction documents (CD's) at or near the 90% completion level. Each Farnsworth Group discipline will review of the CD's, calculations and code checks. We will develop a formalized punch list of items which are out of compliance to ICC 500 following the review.
- B. **Confirmation Peer Review:** This final review provides verification that the list of items out of compliance has been adequately addressed on the corrected CD's. The CD's at this stage must be ready for construction and be signed, dated and sealed by the registered professional(s).

DELIVERABLES

The scope of work includes the deliverables generally described as follows:

- **Peer Review Report (PRR):** Registered design professionals from Farnsworth Group will prepare a signed and sealed report addressed to the Authority Having Jurisdiction (AHJ) in charge of issuing building permits for the project. This report will describe the items reviewed, their compliance or non-compliance with applicable codes and standards in accordance with our interpretation, and a recommendation of acceptance or rejection of the storm shelter design, or modifications to render the design acceptable. No guarantees or warranties are provided.

PROFESSIONAL FEES /

Farnsworth Group proposes to provide the described services for a fixed fee of **\$16,000.00 dollars**. Additional details regarding payment terms and related policies are included in the attached General Conditions.

A. Primary Peer Review	\$10,000.00
B. Confirmation Peer Review	\$ 5,000.00
C. <u>Peer Review Report</u>	<u>\$ 1,000.00</u>
Total	\$16,000.00

ASSUMPTIONS AND CLARIFICATIONS /

The following assumptions and clarifications support the fees for this proposal.

- A. General
 1. The ICC 500 does not require the peer reviewer to provide construction inspection or observation and Farnsworth Group does not provide these services under this contract.
 2. The Peer Review Report will be signed and sealed by professional engineers and architects licensed in Missouri.
 3. The peer review is limited to reviewing the storm shelter design for this project.
 4. Farnsworth Group is not responsible for any fees associated with the project.
 5. Review of design changes after the Peer Review Report has been issued are not part of this scope.
 6. Any design changes after the Primary Review has been conducted may require additional scope and fee to review the changes.
 7. The designers maintain full responsibility for the compliance of their design.

CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by you in order to allow Farnsworth to complete the scope of services outlined above.

- Construction documents including design drawings, specification and structural calculations must be provided to the Farnsworth Group in electronic (PDF) format.
- Site-specific soils/geotechnical report, including foundation design parameters and recommendations must be included with the documents supplied to the Farnsworth Group.
- Payment of any application fees, recording costs, and other fees that could be associated in the scope of the project.

AGREEMENT /

FARNSWORTH GROUP, INC.

City of Liberty



Signature

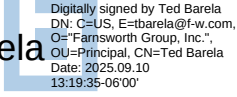
Matt Morgan

Typed Name

Engineering Manager

Title

September 10, 2025

Date


Signature

Ted Barela

Typed Name

Principal

Title

September 10, 2025

Date

Signature

Name

Title

Date

The Farnsworth Group project manager and point of contact for this project is:

Matt Morgan, PE
Farnsworth Group
7460 Warren Parkway, Ste 330
Frisco, Texas 75034
mmorgan@f-w.com
(o) 469-605-2627

Date: September 10, 2025
Client: City of Liberty
Project: Liberty Police

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Farnsworth Group. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred

(including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit.

If to Client:
City of Liberty
Attn: John Findlay
101 E Kansas St
Liberty, MO 64068
E-mail: jfindlay@libertymo.gov

If to Farnsworth Group:
Farnsworth Group, Inc.
Attn: Matt Morgan
7460 Warren Parkway, Ste 330
Frisco, TX 75034
E-mail: mmorgan@f-w.com

With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.
Attn: Michael Redington
2709 McGraw Drive
Bloomington, IL 61704

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Missouri law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall

retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

(c) BIM Digital Files. With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous

substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with Farnsworth Group's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to Farnsworth Group and/or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site

Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase 1 Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR

OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and/or any subconsultant to subpoenas issued by any party other than Farnsworth Group and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Missouri without regard to conflict of law principles.



CITY COUNCIL ACTION REPORT

Meeting Date: September 22, 2025

A/R No.: 2025-299

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: Ordinance approving an agreement with Smith & Boucher, Inc. for commissioning services for the City Hall Police expansion project in an amount not to exceed \$52,000.00

Summary:

- City Council Approved an agreement with Hoefer Welker for architectural design for the Liberty City Hall Police expansion project.
- There will be significant new equipment and controls associated with HVAC, plumbing, and electrical systems.
- Commissioning services involve independent 3rd party review and implementation testing of proposed HVAC, plumbing, and electrical equipment and associated controls to ensure they are designed, installed, and perform correctly.
- City staff solicited proposals from three firms and selected Smith & Boucher for the Commissioning services.
- Approve an ordinance approving an agreement with Smith & Boucher for Commissioning services for the City Hall Police expansion project in an amount not to exceed \$52,000.00.

Background:

City Council previously approved an agreement with Hoefer Welker to provide architectural design services for the Liberty City Hall Police expansion project. As part of this project, significant new HVAC, plumbing, and electrical systems, along with advanced controls, will be designed. To ensure these systems are properly designed, installed, and functioning as intended, commissioning services are required. Commissioning involves independent, third-party review and implementation testing of the proposed systems and associated controls.

City staff solicited proposals from three qualified firms (Smith & Boucher, McCown Gordon, and Henderson) to provide commissioning services and, following evaluation, selected Smith & Boucher as the most qualified provider. The proposed agreement with Smith & Boucher provides for commissioning services for the City Hall Police expansion project in an amount not to exceed \$52,000.00. Approval of this ordinance will authorize execution of the agreement.

City staff recommends approving an ordinance approving an agreement with Smith & Boucher, Inc. for commissioning services for the City Hall Police expansion project in an amount not to exceed \$52,000.00.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
x Non-Budgeted	Line Item: 100-59026-160-000000	Amount: \$52,000.00
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance 2025-299 Approve Contract with Smith & Boucher for Commissioning City Hall
2. Agreement Smith Boucher Liberty City Hall Expansion SIGNED

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT WITH SMITH & BOUCHER, INC. FOR
COMMISSIONING SERVICES FOR THE CITY HALL POLICE EXPANSION PROJECT
IN AN AMOUNT NOT TO EXCEED \$52,000.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an agreement by and between the City of Liberty and Smith & Boucher, Inc. for commissioning services associated with the City Hall Police expansion project in an amount not to exceed FIFTY-TWO THOUSAND AND 00/100 DOLLARS (\$52,000.00). A copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

MAYOR, Greg Canuteson

ATTEST:

DEPUTY CITY CLERK

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

MAYOR, Greg Canuteson

Professional Service Agreement

THIS PROFESSIONAL SERVICE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the Mayor, City Council, and the Citizens of the City of Liberty, Missouri, a Municipal Corporation ("Owner") located at 101 E. Kansas Street, Liberty, Missouri 64068 and Smith & Boucher, Inc. ("Professional") located at 25618 W. 103rd Street, Olathe, Kansas 66061 for services to be performed on the Liberty City Hall Police Expansion Project (the "Project").

In consideration of the undertakings and agreements hereinafter set forth, the parties agree as follows:

1. Services

1.1 The Professional agrees to perform the services listed and outlined, for Owner and to Owner's satisfaction, according to Exhibit A, dated August 26, 2025, a copy of which is attached hereto and by this reference incorporated herein ("Services").

1.2 The Professional agrees that it is the Professional's sole responsibility to supervise, control and oversee all work as it relates to this Agreement. By assuming this responsibility, the Professional assures full and sole control of all work as described in Exhibit A.

1.3 Owner reserves the right to stop performance of Services or reject Services or any practices, policies and procedures therein that does not comply with Owner's safety policies.

2. Compensation for Services

The fees or costs payable to the Professional shall be paid in accordance with the fee schedule included in Exhibit A, or in amount not to exceed \$ 52,000.00, subject to modification by written approval by Owner. Owner shall compensate Professional in accordance with the provisions of this Agreement and each invoice. Professional is responsible for sales, excise, gross receipts or other taxes, including any waste fees or taxes, imposed upon the Services rendered by Professional, unless otherwise agreed in writing by both parties.

3. Invoices and Payments

3.1 Invoices shall be submitted after Professional completes all Services and Owner fully accepts final performance of Services by Professional. Owner shall remit payment within 30 days after receipt of the Invoice. Owner reserves the right to contest each invoice within 20 days after receipt.

3.2 All payments will be remitted to the address indicated on the invoice.

4. Term

4.1 This Agreement shall become effective as of the date executed and extend until 1/1/2028, or as specified in Exhibit A, subject to renewal, and shall be the effective Term of the Agreement.

4.2 This Agreement shall be binding on all Services completed during the Term in connection with any Work Order or Purchase Order; however, conditions and terms identified herein, including but not limited to, warranty and insurance provisions, shall survive completion of Services.

5. Confidentiality

Each party shall retain as confidential all information and data delivered to it by the other party, which are designated in writing as confidential at the time of delivery (collectively the "Confidential Information"). Confidential Information shall not be disclosed to any third party, unless required by law or regulation. Both parties shall immediately notify the other party prior to the disclosure of Confidential Information by law or regulation, and each party retains the right to object to and deny any disclosure. In addition, nothing herein is meant to preclude either party from disclosing and/or otherwise using Confidential Information (i) when the Confidential Information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when Confidential Information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the Confidential Information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) where a written release is obtained by the receiving party from the transmitting party.

6. Permit Assistance

If necessary, Owner agrees to provide Professional with information to acquire governmental permits, licenses, approvals and documents required for the performance of the Services. Professional shall only perform the Services subject to the issuance of all permits, licenses, approvals or other documents required to enable Professional to perform the Services. Professional assumes all responsibility and liability relating to or associated with performing the Services without first obtaining the required permits, certifications, licenses or approvals.

7. Compliance with Laws and Professional Standards

7.1 Professional shall perform the Services in accordance with prevailing professional standards and ethics, and in compliance with valid and applicable governmental laws, rules and regulations.

7.2 Professional represents and warrants that all employees, agents, representatives, or any other party under the Professional's direction or control shall be properly trained, certified and supervised as required by OSHA standards and any other law or regulation.

7.3 Professional shall provide personnel and supervisors who can fully read and comprehend laws, rules, regulations and Owner's safety requirements.

8. Standard of Care

The Services performed by Professional shall be conducted in a manner consistent with the highest level of care and skill exercised by members of the Professional's industry and service providers, and in accordance with the Exhibit A. Owner shall not be responsible for the standard of care required to be provided by Professional or safety any of Professional's employees, agents, representatives, sub-Professionals or any other party under Professional's direction for any safety requirements necessary to be in place while Professional performs its Services.

9. Insurance Requirements

Prior to commencement of the Services, Professional shall procure and at all times thereafter maintain, with insurers acceptable to Owner, the following minimum coverages to protect Professional and Owner against liability from or for damages because of injuries, including death, suffered by any persons, including employees of Professional, and liability from or for damages to property arising from or growing out of Professional's Services or Services provided by its sub-Professionals and/or suppliers. During the term of this Agreement, sufficient coverage to at least the following insurance coverage:

	<u>Coverage</u>	<u>Limits</u>
(a)	Worker's Compensation Coverage A	\$1,000,000
(b)	Employer's Liability Coverage B	\$100,000
(c)	Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 – aggregate
(d)	Comprehensive Automobile Liability	\$1,000,000 each occurrence (combined single limit)
(e)	Professional Errors & Omissions Legal Liability	\$2,000,000 any one claim \$2,000,000 – aggregate

Upon request, PROFESSIONAL shall furnish copies of insurance certificates evidencing that it maintains at least the above insurance coverage, **and naming Owner as an ADDITIONAL INSURED on Professional's liability policies, as an ADDITIONAL INSURED, on a primary and non-contributory basis, and certificate holder on Professional's liability policies and any completed operations endorsements thereto, except for the Professional/Pollution Legal Liability insurance, Worker's Compensation and Employer's Liability insurance.**

10. Professional's Indemnification of Owner

To the fullest extent allowable under the law, the Professional shall indemnify and hold harmless Owner and its shareholders, directors, officers, employees and agents from and against any and all losses, damages, claims, liability, and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees) which any or all of them may hereafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, or damage (including loss of use) to any property (public or private), or contamination of or adverse effects on the environment, arising out of or which are connected with (i) negligent acts, negligent omissions or willful misconduct of Professional in the performance of the Services; (ii) Professional's breach of this Agreement; or (iii) from and against any and all actual or alleged claims, fines, penalties, causes of actions, suits, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, attorneys' fees ("Claims"), arising out of, relating to, or in any way connected with the Agreement or Work, whether or not the Claim is caused in part by Owner.

11. Safety of Professional's Employees and Others

11.1 Professional shall be fully responsible for the safety of its employees, agents, sub-Professionals or any other person supporting its Services.

11.2 Professional's employees, agents, sub-Professionals or any other person supporting its Services shall comply with all of Owner's on-site safety requirements.

11.3 If at any time during the performance of the Services, Professional believes the safety of its employees, agents, sub-Professionals or any other person is in jeopardy, Professional reserves the right to immediately suspend the performance of the Services until such condition is remedied, or if such condition cannot be remedied to the satisfaction of Professional, Professional may delay the term of this Agreement on mutually acceptable terms by both parties.

11.4 If at any time during the performance of the Services, Professional believes the safety of Owner's employees or any third party is in jeopardy, Professional shall immediately suspend the performance of the Services until such condition is remedied.

11.5 Owner **SHALL NOT** be responsible for the safety of any of Professional's employees, agents, representatives, sub-Professionals or any other party under Professional's direction for any safety requirements necessary to be in place while Professional performs its Services.

12. Required Disclosures by Owner

12.1 If requested by Professional, Owner will provide Professional with information that is known or readily accessible to Owner, which that may be reasonable and/or necessary for completion of the Services by Professional.

12.2 Prior to the commencement of the Services on a Project, or at any time thereafter when new information becomes available to Owner, Owner will provide disclosures to Professional of known or potential hazardous conditions or risks to the health or safety of Professional employees, agents and sub-Professionals which may be encountered at the Project site or in connection with the performance of the Services.

13. Agreement Modifications

Owner or Professional may request modifications or changes in the scope of Services to be performed under this Agreement. Any changes, which are mutually agreed upon, shall be incorporated into a written modification to this Agreement signed by both the Owner and the Professional.

14. Force Majeure

Neither party shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, epidemics, war, riot, civil unrest, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits; court orders; acts of God; acts, orders, laws or regulations of any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this Agreement in accordance with Paragraph 16.

15. Service Delays

If Professional is delayed at any time in the progress of the Services for any specific activity this Agreement (i) by a negligent act of Owner or Owner's employees or any other party, (ii) reasonable changes in the scope of Services, or (iii) by delay authorized by Owner and agreed to by Professional; then only the time for completion shall be extended and Professional shall not be entitled to any additional compensation if delays caused by any of the above events result in additional costs to Professional, unless otherwise agreed in writing by both parties.

16. Termination

16.1 This Agreement may be terminated by either party fifteen (15) days prior to the commencement of Service by written notice (i) should the other party fail to perform in accordance with the terms of this Agreement through no fault of the terminating party; or (ii) whenever the right to terminate is otherwise provided in this Agreement.

16.2 Irrespective of which party shall effect termination or the cause therefore, Owner shall, within thirty (30) days of termination, compensate Professional for Services performed and for costs incurred up to the time of termination, less any disputed amount for actual or alleged damages.

17. Legal Proceedings

17.1 In the event that legal action is brought by either party against the other, the successful party shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action.

17.2 Both parties shall be responsible for their own expenses or costs for any and all time spent by either party and employees in connection with any court, administrative or other legal proceedings with a third party, arising from or relating to Services provided under this Agreement, regardless of whether or not Professional is subpoenaed to appear at such proceedings by Owner or any third party.

18. Site Access and Control

18.1 Professional shall request in writing the right of entry to Owner's property by Professional, its employees, agents and sub-Professionals, to perform the Services. If Owner does not own the Property, Owner shall provide written authorization upon written request by the Professional.

18.2 If, during the performance of the Services, Professional damages or alters Owner's property or property owned by a third party, Professional agrees to pay the cost of fully restoring the property to the condition of the Property prior to the performance of the Services.

18.3 Owner acknowledges that it is now and shall remain in control of the Property at all times. Professional shall timely notify each appropriate federal, state and local government agency, as required by law, of the existence of any condition at the Project site which may present a potential danger to public health, safety or the environment, except when such condition relates to or arises out of the performance of Services by Professional.

19. Information Provided by Owner to Others

Professional shall indicate to Owner the information needed for rendering the Services described in each Work Order. Professional shall review existing information provided by others and shall give Owner its opinion as to any risks associated with reliance on such information.

20. Owner's Representative

Owner will designate in each Work Order or in Exhibit A a person to act as Owner's representative with respect to the Services to be performed under that Work Order. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Professional's Services for the project.

21. Independent Professional

Professional shall have the status of an independent Professional, not that of an agent or employee. Professional shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and sub-Professionals.

22. Equal Employment Opportunity

If Owner is required by law to obtain a pledge of compliance from Professional in its performance of the Services under this Agreement, Professional agrees to comply with the Equal Employment Opportunity and Affirmative Action Requirements of Executive Order 11246, Section 503 or the Rehabilitation Act of 1973 and/or the Vietnam Era Veterans' Readjustment Act of 1974.

23. Notices

Any notice to be given under this Agreement shall be in writing and shall be deemed given and received when delivered in person or within three (3) days after deposit in the united states mail, certified mail, with postage prepaid, return receipt requested, addressed to the appropriate party at the address set forth for such party on the last page of this Agreement.

24. Entire Agreement

This Agreement, together with any Work Order or Purchase Order, constitutes the entire understanding and agreement between the parties relating to the Services provided by Professional to Owner and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the Services. This Agreement may be amended only by a written instrument signed by each party.

25. Precedence

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any Owner's issued purchase order, requisition, notice to proceed or like document regarding the Services. In the event of a conflict between the terms or conditions of this Agreement and those of any Work Order or Purchase Order, the terms and conditions of this Agreement shall control.

26. Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Missouri, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

27. Assignment, Successors and Assigns

This Agreement shall not be assigned by either party without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld, provided this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

28. Severability

If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

29. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Owner and Professional shall survive the completion of Services hereunder and the termination of this Agreement.

30. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement, or the failure by one party to enforce at any time, or for any period of time, any of the terms and conditions of this Agreement, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any other provision, except for the particular instance.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the day and year first above written:

PROFESSIONAL:

Smith & Boucher, Inc.

By: _____
(Signature)

Name: Chris Albright
(Printed Name)

Title: President

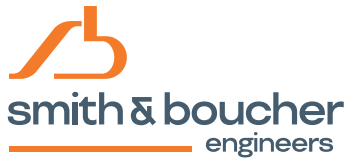
OWNER:

City of Liberty, MO

By: _____
(Signature)

Name: Greg Canuteson
(Printed Name)

Title: Mayor



August 26, 2025

John Findlay, PE
City Engineer
City of Liberty, Missouri – Public Works

RE: Liberty City Hall & Police Expansion

SUBJ: Commissioning Services

Thank you for the opportunity to provide commissioning for the Liberty City Hall and Police . As requested, we have developed a scope and fee to perform fundamental and enhanced commissioning services for the project.

Commissioned equipment to include:

- Air Handling Units
- Chilled Water System
- Heating Hot Water System
- FPAV and VAV Boxes
- Minisplit Units
- Exhaust Fans
- Radiant Heaters
- Unit Heaters
- Domestic Hot Water Systems
- Lighting Controls
- Building Management System
- Emergency Power System

Excluded systems include: fire alarm, security, camera, lightning protection, AV and envelope/air barrier.

Commissioning Scope of Work – Fundamental Commissioning

1. Perform focused reviews on the construction documents relative to the commissioned systems.
2. Develop the project commissioning plan.
3. Develop commissioning specifications to be included with the construction documents.
4. Develop pre-functional checklists for each piece of commissioned equipment. Execution of checklists to be done by the installing contractors.
5. Develop functional performance tests for each piece of commissioned equipment.
6. Conduct periodic site observations during equipment installation.
7. Participate in periodic construction progress meetings to assist with coordination of commissioning activities.
8. Assist with the coordination of startup activities.
9. Review TAB report.
10. Conduct functional tests for each piece of commissioned equipment.
11. Develop and maintain a deficiency log for all items noted during observation and testing.
12. Develop a final commissioning report.

Commissioning Fee Proposal (Lump Sum):

\$52,000

Smith & Boucher, Inc.

A handwritten signature in blue ink, appearing to read 'Chris Albright', is written over a horizontal line.

Chris Albright, PE, CEM, LEED AP, CxA
Principal



CITY COUNCIL ACTION REPORT

Meeting Date: September 22, 2025

A/R No.: 2025-300

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: Ordinance amending Ordinance No. 11976 approving an agreement with Hoefer Welker, LLC to authorize tenant improvement drawings for the police temporary space related to the City Hall Police expansion project (#PW-24-020)

Summary:

- City Council approved an agreement with Hoefer Welker for an architectural study and design project for the Liberty City Hall Police Expansion.
- The Police Department requires temporary space for relocation during the construction project.
- Temporary space has been rented at 1908 Plumbers Way #400 in Liberty for use by the Liberty Police Department.
- The tenant's space requires architectural drawings to satisfy City permitting of building, fire, and life code requirements .
- This additional design work will be performed by Hoefer Welker via change order in the amount of \$17,250.00, increasing their existing agreement from \$1,701,132.00 to \$1,718,382.00.

Background:

The City Council previously approved a two-phase agreement with Hoefer Welker for architectural study and design services associated with the Liberty City Hall Police Expansion Project. City Council approved Ordinance No. 11976, Phase 1 (preliminary study and design) of the City Hall Police and MEP Study with Hoefer Welker in the amount of \$215,900.00 on September 23, 2024. City Council approved Ordinance No. 12097, Phase 2 (final design) of the City Hall Police Expansion Design with Hoefer Welker in the amount of \$1,485,232.00 increasing the agreement amount to \$1,701,132.00 on April 28, 2025.

As part of the expansion, the Liberty Police Department will require temporary relocation to maintain operations during construction. To accommodate this need, the City has rented temporary office space at 1908 Plumbers Way #400, Liberty, Missouri. Tenant finish work will be required to construct interior improvements in order for the Police to effectively utilize the space.

Architectural drawings are required to satisfy City building permit requirements to ensure the improvements meet building code and fire code life safety standards.

Hoefer Welker will perform this additional design work under a change order in the amount of \$17,250.00, which increases the total agreement value from \$1,701,132.00 to \$1,718,382.00.

City staff recommends approving an Ordinance amending Ordinance No. 12097

approving an agreement with architect Hoefer Welker, LLC to authorize tenant improvement drawings for the police department temporary space related to the City Hall Police Expansion project by increasing the current agreement by \$17,250.00 from \$1,701,132.00 to \$1,718,382.00.

Previous Action (if applicable):

- Council approved Ordinance No. 11976, Phase 1 of the City Hall Police and MEP Study with Hoefer Welker in the amount of \$215,900 - September 23, 2024.
- Council approved Ordinance No. 12097, Phase 2 of the City Hall Police Expansion Design with Hoefer Welker in the amount of \$1,485,232 to \$1,701,132 - April 28, 2025.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
x Non-Budgeted	Line Item: 354-59026-610-000000	Amount: INCREASE by
	Line Item:	\$17,250.00 from \$1,701,132 to
		\$1,718,382.00
	Funding Source:	Amount:

Attachments:

1. 2025-300 Approve Change Order with Hoefer Welker Temp Police Fac ORD
2. Change Order Temp Police Facility

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 11976 APPROVING AN AGREEMENT WITH HOEFER WELKER, LLC TO AUTHORIZE TENANT IMPROVEMENT DRAWINGS FOR THE POLICE TEMPORARY SPACE RELATED TO THE CITY HALL POLICE EXPANSION PROJECT (#PW-24-020)

WHEREAS, an agreement for Phase I of the City Hall Police and MEP Study Project (#PW-24-020) with Hoefer Welker, LLC in an amount not to exceed \$215,900.00 was approved on September 23, 2025 by Ordinance No. 11976; and

WHEREAS, Ordinance No. 12097 approved on April 28, 2025 approving an amendment to Ordinance No. 11976 increasing the agreement amount by \$1,485,232.00 from an amount of \$215,900.00 to \$1,701,132.00; and

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an Ordinance amending Ordinance No. 11976 Approving an Agreement for City of Liberty Project PW-24-020, authorizing tenant improvement drawings for the Police temporary space related to the City Hall Police Expansion Project by and between the City of Liberty and Hoefer Welker, LLC, increasing the contract amount by SEVENTEEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$17,250.00), from ONE MILLION SEVEN HUNDRED ONE THOUSAND ONE HUNDRED THIRTY-TWO AND 00/100 DOLLARS (\$1,701,132.00), to ONE MILLION SEVEN HUNDRED EIGHTEEN THOUSAND THREE HUNDRED EIGHTY-TWO AND 00/100 DOLLARS (\$1,718,382.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract amendment 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.

ORDINANCE NO. _____(CONT.)

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

Liberty Police Department
Liberty, MO

AGREEMENT INFORMATION:

Date: September 24, 2024

AMENDMENT INFORMATION:

Amendment Number: 002

Date: September 9th, 2025

OWNER: *(name and address)*

City of Liberty
101 East Kansas Street, Liberty, MO
64068

ARCHITECT: *(name and address)*

Hoefer Welker, LLC
4622 Pennsylvania Ave, Suite 1400,
Kansas City, MO 64112

The Owner and Architect amend the Agreement as follows:

The project scope has been modified to include tenant improvement drawings for the police department temporary space. The concept design was previously completed. Working with the general contractor and the city, Hoefer Welker will produce a permit set of drawings for architecture and electrical. This set will include a life safety plan, floor plan, reflected ceiling plan, and an electrical drawing. Mechanical, plumbing, structural, technology, and fire protection design are not included. Construction administration services will be limited to field questions as needed. Submittal reviews and site visits are not included.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Lump Sum: \$17,250.

Schedule Adjustment:

n/a

SIGNATURES:

City of Liberty

Hoefer Welker, LLC

ARCHITECT *(Firm name)*

SIGNATURE

Nick Lawler, AIA, NCARB, LEED
AP BD+C, Associate Principal |
Project Manager

PRINTED NAME AND TITLE

09/09/2025

DATE

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



CITY COUNCIL ACTION REPORT

Meeting Date: September 22, 2025

A/R No.: 2025-302

Department: Parks & Recreation

Submitted By: BJ Staab, Director Parks & Recreation

Subject: Ordinance approving an agreement with CivicPlus, LLC for the purchase and implementation of recreation management software and related hardware in an amount not to exceed \$56,586.89

Summary:

- The current recreation management system, RecTrac, by Vermont Systems, Inc., has been in place more than 15 years and no longer meets the needs of customers and staff.
- The current system is difficult for staff to operate, with a complex and non-intuitive interface that hinders efficiency. Residents also face frequent problems with online registration for classes, activities and facility rentals.
- Beginning in 2024, staff reviewed several software solutions and identified CivicPlus as the best fit after receiving product materials and viewing online demonstrations.
- Multiple direct conversations with CivicPlus, including in-depth Q&A sessions on system design and implementation procedures are ongoing, and the established relationship is positive and productive.
- CivicPlus was chosen for its superior product offering, which includes a user-friendly interface for both staff and the public.
- CivicPlus will replace the current software and will also include new hardware, such as credit card readers and membership badge scanners.
- Staff successfully negotiated significant discounts on the total purchase price.
- The implementation of the new system, including data migration, is expected to take 6 to 8 months.
- CivicPlus Recreation Management was previously known as *CivicRec*. As they continue to update their website, Help Center, and software interfaces, the slow phase-out of previous branding will become more noticeable.

Background:

CivicPlus Recreation Management is an all-in-one platform designed for local parks and recreation departments. It aims to streamline operations by automating tasks and providing residents with a seamless online experience for registrations, facility rentals, and payments.

Parks and Rec staff recommend the purchase and installation of the CivicPlus Recreation Management solution. This upgrade will replace the current system and take advantage of our existing relationship with CivicPlus, whose *CivicPlus Municipal Websites*, *MuniCode Codification* and *Agenda and Meeting Management* solutions are already in use by city staff.

The new CivicPlus Recreation Management system will offer a wide array of benefits for both staff and the public. These include:

- **Intuitive Activity Registration:** An easy-to-navigate online catalog will make it more efficient to schedule, organize, and communicate about programs.
- **Advanced Facility Management:** Staff can generate complex permits and reports, manage both in-house and online reservations, and schedule leagues and meetings without the risk of double-booking.
- **Scalable Point-of-Sale (POS):** The new system will unify the sales process, allowing for the quick sale of merchandise, program enrollment, and facility reservations within one shopping cart.
- **Comprehensive Membership Capabilities:** The new tools will allow for the easy sale and tracking of memberships and day-use passes, alongside automated billing for current accounts.

By centralizing all parks and recreation operations on one cloud-based platform, CivicPlus will empower staff to manage everything from anywhere, on any device. For residents, this translates to a more simple and convenient way to engage with the department's offerings.

- Year One total investment \$56,586.89
- Annual – Year Two \$29,702.50 (Subject to Uplift)
- Renewal procedure: Automatic one-year renewal term, unless 60 days' notice is provided prior to renewal date.
- Annual Uplift: 5% to be applied in year TWO

Staff recommends the purchase of CivicPlus Recreation Management from CivicPlus, LLC for an amount not to exceed \$56,586.89. This amount includes software, implementation, data conversion, unlimited storage, unlimited users, portal and top tier support.

The purchase and installation of CivicPlus Recreation Management Software will span over FY2025 and FY2026. A total payment of \$10,000.00 will be due in FY2025 and \$46,586.89 in FY2026.

Previous Action (if applicable):

None

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
x Other: Parks Advisory Board	Completed/Recommended: 9-4-2025

Financial Considerations:

Budgeted:	Line Item: 460-55044-400-000000	Amount: \$10,000.00 FY2025
	Line Item: 460-55044-400-000000	Amount: \$15,528.89 FY2026
	Line Item: 465-55044-420-000000	Amount: \$15,529.00 FY2026
	Line Item: 461-55044-451-000000	Amount: \$15,529.00 FY2026
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Approving an Agreement with CivicPlus Recreation Management
2. CIVIC PLUS SOW MSA and Terms - CP Signed

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT WITH CIVICPLUS, LLC FOR THE
PURCHASE AND IMPLEMENTATION OF RECREATION MANAGEMENT
SOFTWARE AND RELATED HARDWARE IN AN AMOUNT OF \$56,586.89

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an ordinance approving an agreement by and between the City of Liberty, Clay County, Missouri and CivicPlus, LLC., 302 South 4th St. Suite 500, Manhattan, KS, 66502 in an amount not-to-exceed FIFTY-SIX THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS AND 89/100 (\$56,586.89) a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-103403-1

7/8/2025 1:40 PM

9/30/2025

Client:

City of Liberty, MO

Bill To:

LIBERTY CITY, MISSOURI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Nicholas Glasgow		nicholas.glasgow@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Recreation Management Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	USD 3,885.00
4.00	Recreation Management Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	USD 3,000.00
1.00	Recreation Management Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	USD 750.00
1.00	Memberships/Passes Import	Memberships/Passes Import	USD 3,150.00
1.00	CivicPlus Payments	CivicPlus Payments to be applied to product	USD 0.00
1.00	Terminal Ingenico Link 2500	Terminal Ingenico Link 2500	USD 460.00
10.00	Terminal Ingenico Lane 3000	Terminal Ingenico Lane 3000	USD 4,900.00
1.00	Recreation Management Financial Accounting Extract	Standard Financial Extract – Standard financial extract adjusted to an approved financial format.	USD 1,250.00
1.00	Recreation Management Financial Accounting Extract	Standard Financial Extract – Standard financial extract adjusted to an approved financial format.	USD 1,250.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Recreation Management Annual Fee	Recreation Management Annual Fee	USD 23,382.50
1.00	Document Management	Document Management Module: Enabled to allow customers to upload documents and staff to manage records.	USD 2,500.00
1.00	Recreation Management GIS Integration	GIS Integration - Integrate with GIS software to continually provide updated address information into the new system. ArcGIS from ESRI is only option. We do not support other GIS options.	USD 0.00
1.00	Recreation Management AudioEye Enterprise	AudioEye Enterprise for Recreation Management	USD 2,500.00
1.00	CivicPlus Payments - Merchant Fees (MFTCPA)	Per Tran .30 ACH 1% ACH Max \$5 ACH Reject \$15 CC 3% AMEX 3.5% Dispute \$15	USD 0.00
1.00	Terminal Support Annual Fee	Terminal Service Annual Fee -Per Terminal	USD 120.00
10.00	Terminal Support Annual Fee	Terminal Service Annual Fee -Per Terminal	USD 1,200.00

List Price - Initial Term Total	USD 168,495.00
Total Investment - Initial Term	USD 48,347.50
Annual Recurring Services (Subject to Uplift)	USD 29,702.50

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-103403-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer are referred to herein individually as “Party” and jointly as “Parties”.

Recitals

WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, the Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.
2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by

Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support, and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.
5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.
6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.
8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with

providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.
10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not:
 - A. license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW;
 - B. adapt, alter, modify, or make derivative works based upon any CivicPlus Property;
 - C. create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third-party entities, other than Customer, to use the Services;
 - D. reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services;
 - E. make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or
 - F. access any CivicPlus Property in order to:
 1. build a competitive product or service,
 2. build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or
 3. copy any ideas, features, functions or graphics of any CivicPlus Property.

The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.
12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the [CivicPlus "Help Center"](#). CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.
13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use commercially reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.
14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer:
 - A. promptly notifying CivicPlus of any claim in writing;
 - B. cooperating with CivicPlus in the defense of the claim; and
 - C. granting CivicPlus sole control of the defense or settlement of the claim.

The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence, or defect in the quality of service of any underlying carrier, licensor, or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.
18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that:
 - A. infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy;
 - B. contains any defamatory material; or
 - C. violates any federal, state, local, or foreign laws, regulations, or statutes.
19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to:
 - A. be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#);
 - B. be solely responsible for the Customer data;
 - C. obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services;
 - D. use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing;
 - E. use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any User's password or username and/or personal information; and
 - F. use the Services only in accordance with applicable laws and regulations.
20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except:
 - A. in order to provide the Services;
 - B. to prevent or address service or technical problems in connection with support matters;
 - C. as specifically directed or expressly permitted in writing by Customer;
 - D. in compliance with our [Privacy Policy](#); or
 - E. if compelled by law.

Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.
25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online [CivicPlus Help Center](#) to review use articles and software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets, and access [solution-specific support contact methods](#).
28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.
29. CivicPlus support hours span between the hours of 7 am to 7 pm CST but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](#)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.
30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third-party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Sections 32 and 33 apply:
 - A. to liability for negligence;
 - B. regardless of the form of action, whether in contract, tort, strict product liability, or otherwise;
 - C. even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and
 - D. even if Customer's remedies fail of their essential purposes.

If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of:
 1. a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or
 2. use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide

advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third-party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties, and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home state to purchase at the SOW prices and specifications in accordance with the terms stated herein.
43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good-faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

Recreation Management (CivicRec) Terms

The Customer's Annual Recurring Services Fees agreed upon in the applicable Statement of Work ("SOW") are based on the Customer processing volume of revenue per year in the last reportable year prior to the Customer procuring the Services, as communicated to CivicPlus at time of purchase ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit the Customer once every twelve (12) months to determine the Customer's actual processing volume ("Actual Processing Volume"). In the event the Customer's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify the Customer within thirty (30) days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.

CivicPlus Payments / CP Pay / Pay

Customer's use of the CivicPlus Payments Solution is subject to the [applicable Payments solution terms found here](#).

Document Management

The Customer acknowledges that any forms to be used in Document Management Services must be created in Document Management, and such forms cannot be unencrypted or exported to unencrypted modules. The Customer is solely responsible for the updating and accuracy of their public-facing privacy policy.

CivicPlus strongly recommends the Customer complete a Privacy Impact Statement ("PIA"), which shall detail the Customer's privacy practices and policies surrounding the use of, and any data stored within or collected by Services. The Customer further warrants appropriate employees have been adequately trained on the use and deployment of Services.

The Customer and CivicPlus each jointly acknowledge that for the duration of the applicable SOW, CivicPlus shall serve as the “Data Custodian” and is solely responsible for the Security Controls, including safe custody, transport, and storage of data and the Customer shall serve as the “Data Owner”, and is solely responsible for the Operational and Privacy Specific Controls, including data collection, content, context, and use. Notwithstanding the foregoing, The Customer acknowledges that CivicPlus cannot detect or prevent unauthorized individuals accessing any CivicPlus system through use of valid log-in credentials as set up by the Customer. The Customer has sole responsibility for maintaining the security of such log-in credentials and assigning and defining roles and permission to each individual end-user.

The Customer acknowledges that due to the nature of the encryption employed in the Services, CivicPlus staff are unable to access any data submitted or stored within Services.

The Customer understands and agrees that the Services are not intended to collect or store any credit card information, or related identifiable or financial information and that the Customer shall not collect or store any such information in the Services. For the sake of clarity, the Services are not PCI DSS or HIPAA compliant, and the Customer shall not use the Services for PCI DSS or HIPAA purposes.

Cost Recovery Services

The Cost Recovery Services provided by are informational tools intended to provide data and insights into cost recovery practices and do not guarantee any particular outcome or financial result.

CivicPlus may offer consulting services as in addition to the Cost Recovery Services, but such consulting is provided solely for the purpose of implementing and optimizing the software. Professional advice, legal guidance, or financial analysis outside of software recommendations are explicitly excluded. The Customer is responsible for seeking independent legal, financial, or professional advice in relation to any actions taken based on the information provided by the Services.

Customer agrees to utilize the Cost Recovery Services in accordance with applicable laws and regulations. The Customer acknowledges that CivicPlus provides no

guarantee that the use of the Cost Recovery Services will result in a specific level of cost recovery or revenue generation.

AudioEye - Managed for Recreation Management Solution

Services are performed hereunder AudioEye, Inc. ("AudioEye"), for whom CivicPlus is an authorized reseller, and the performance of the services under this Statement of Work ("SOW") will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement.

AudioEye Managed for Recreation Management (formerly, CivicRec)

Activation

Upon Activation, AudioEye to begin tracking usage analytics. AudioEye to conduct, at least, monthly ongoing and continuous monitoring based on the usage analytics tracked by AudioEye. This always-on monitoring ensures that the pages being accessed by end-users – the pertinent pages relative to the end-user's experience - are being regularly prioritized and evaluated for accessibility conformance. For the duration of the Term of the agreement between the Parties, AudioEye will maintain the always-on monitoring service.

To ensure compliance with ADA Title II and III, Section 504, Section 508 Information and Communication Technology, and any future changes in conjunction with ADA-related laws & guidelines, and any applicable state laws, AudioEye tests against internationally recognized W3C WCAG 2.1 Level AA Success Criteria. These tests are conducted through, both, automated and manual processes, which are facilitated and managed through the Digital Accessibility Platform ("DAP"), AudioEye's proprietary system for facilitating the Ally Managed Service solution.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. For any Success Criteria that cannot be met through the application of fixes facilitated through the Digital Accessibility Platform and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates with software/web designers/developers and recommends best practices

for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Customer's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing Reseller and/or Customer to implement fixes within the product source ("Source Remediation").

AudioEye Managed

Features/Services	Details
WCAG Accessibility Reports	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
Automated Global Remediations	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.
Monitoring	Ongoing evaluation and continuous WCAG testing.
Accessibility Toolbar	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
Certification Statement	AudioEye Trusted Certification, which is an attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
Accessibility Statement (if applicable)	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
Training (On-Demand Webinar Archive)	User access to an archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking.

Live Training Webinars	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking.
Manual Assistive Technology (AT) Testing	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology testers.
Site Remediation	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
Sustainable Testing & Remediation Plan	Official accessibility auditor documentation to assist the site owner in addressing any accessibility complaints.

International Language Support

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attributes must be present in the source. Supported languages include:

• Arabic • Cantonese (Hong Kong S.A.R.) • Catalan (Catalan) • Chinese (Taiwan) • Chinese (People's Republic of China) • Czech (Czech Republic) • Danish (Denmark) • Dutch (Netherlands) • English (United States) • English (United Kingdom) • Finnish (Finland) • French (France) • French (Canada) • German (Germany)	• Greek (Greece) • Hungarian (Hungary) • Italian (Italy) • Japanese (Japan) • Korean (Korea) • Norwegian (Norway) • Polish (Poland) • Portuguese (Portugal) • Portuguese (Brazil) • Russian (Russia) • Spanish (Spain) • Spanish (Mexico) • Swedish (Sweden)
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Web Accessibility Compliance

Representations & Warranties

AudioEye continually monitors the relevant World Wide Web Consortium's (W3C) WCAG to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the ADA and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Customer website(s).

AudioEye monitors Customer website(s) and/or the platform hosting Customer website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Customer website(s) and/or the platform hosting Customer website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Customer website(s) and/or the platform hosting Customer website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Customer website(s) with information a) to improve the accessibility of the platform hosting Customer website(s), the site template, and web components that comprise Customer website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Customer website(s) and/or the platform hosting Customer website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Customer website(s) and/or the platform hosting Customer website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

Assumptions

To streamline communication during the project, Customer will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with Customer and any visual changes implemented through the AudioEye Services require sign-off from Customer. In many cases, these changes are implemented by Customer at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Customer to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Customer supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Customer's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source ("Platform Remediation").

For each project, the start date of Activation is determined by AudioEye.

AudioEye shall issue an AudioEye Trusted Certification indicating that Customer has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3rd party content.

Customer Responsibilities

Customer will identify a project lead to function as a single point of contact for the project.

Customer will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Customer will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments. Prior to execution of this Agreement, Customer to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Customer understands and agrees that AudioEye will charge Customer the following overage fees, to be billed at

the end of the current month, in which the overage occurred: \$52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Customer to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Customer's production, staging, UAT, development, and/or sandbox environment(s).

Customer will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Customer receives a legal demand letter or is served a legal notice, Customer may request a sustainable testing and remediation (STAR) plan (auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Customer to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Customer may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Customer will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.

Change Control Procedures

To make a change to this SOW, Customer will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Customer an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. AudioEye will continue performing the services in accordance with this SOW until the CivicPlus and Customer agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without Customer's prior written authorization.

CivicPlus Payments Processing Agreement: For Embedded Payments

This CivicPlus Payments (Platform) Payment Processing Agreement (this Agreement), is effective as of the date of the Customer's signature on the applicable SOW (Effective Date). In this Agreement, for consistency and ease of review, the Customer is referred to as the **Merchant**.

1. **Processing Services.** In addition to our hosted software as a service solutions and any other related services offered by CivicPlus, the CivicPlus Platform offers embedded payments processing services, which include credit card, debit card, ACH, and other payment processing services, as may be offered from time-to-time (collectively the **Processing Services**).
2. **Fees and Taxes.** Related to the Processing Services, CivicPlus will charge, via the Payment Processor, the Merchant the fees listed on the applicable Platform SOW signed by the Merchant (**Processing Fees**). All Processing Fees payable under this agreement are exclusive of taxes.
3. As a condition of CivicPlus enabling Platform Processing Services, Merchant agrees to provide CivicPlus with accurate and complete information related to the Merchant's use of the Platform Processing Services via the CivicPlus Payments Onboarding form (the **Onboarding Form**) and authorizes CivicPlus to share such information and transaction information with the CivicPlus embedded payment processor, Rainforest (**Payment Processor**) pursuant to our Privacy Policy. Transaction information from payors will be collected for processing of transactions by the Payment Processor in accordance with the Payment Processor's terms applicable to the payments, set forth below. Merchant shall inform CivicPlus, in writing, of any changes to the information provided on the Merchant's Onboarding Form. With respect to the Bank Account information, Merchant is solely responsible for making such changes expeditiously on the appropriate change request form provided by CivicPlus; any modifications to the Bank Account information provided must be signed by an authorized signer.

4. **Fair use policy:** CivicPlus may increase the Card Transaction Volume Fee or Transaction Per Item Fee listed on the applicable Platform SOW if the Merchants:
- a. American Express credit card payment dollar volume exceeds twenty percent (20%)
 - b. Corporate credit card payment volume exceeds ten percent (10%) of total monthly credit card payments
 - c. Credit card payments for transactions amount greater than one thousand dollars (\$1,000.00) exceed three percent (3%) of total monthly credit card payments. Such increases shall become effective only after CivicPlus has provided Merchant written notice setting forth the changes.
5. **Payment Processor Processing Terms and Conditions.** By using the Processing Services, the Merchant further agrees to the Payment Processor's Processing Terms and Conditions available at <https://legal.rainforestpay.com/processingterms>, which may be amended at any time on notice. For the sake of transparency, these processing terms and the reserved right for amendment are non-negotiable due to the nature of payment processing services. The Merchant must ensure that all payment-related activities carried out through the Processing Services meet the requirements of PCI DSS. For the sake of clarity, the Merchant shall not solicit payment data from its end-users anywhere outside of the Platform portal.
6. **Term.** The term of this Payment Processing Agreement is set forth on the Merchant's applicable Platform SOW.
7. **No Liability.** In no event shall the Platform be liable to the Merchant for any claims, losses, or damages resulting from:
- Merchant's non-compliance with these terms, the Payment Processor's Processing Terms and Conditions, or regulatory requirements (for example, PCI DSS, AML (Anti-Money Laundering), KYC (Know Your Customer)).
 - Security breaches or data loss occurring within the Merchant-controlled systems.
 - Fraudulent activities related to the Merchant's use of the Platform, including chargebacks, fraud, or misuse of payment data.

8. **Financial Liability & Transaction Fees**

- If the Merchant account experiences excessive chargebacks or fraudulent activities, CivicPlus reserves the right to assess additional fees or terminate the agreement with immediate effect. For all additional Platform fee increases, CivicPlus will provide the Merchant with 30 days written notice of any fee modifications before the changes take effect. For all foregoing Platform fee increases, the Merchant shall have 60 days after the fee modifications become effective to contest the changes. If the Merchant does not notify CivicPlus of their disapproval within this 60-day period, the changes will be deemed accepted by the Merchant.
- The Platform will deduct all fees owed under the SOW prior to disbursing any remaining amounts to the Merchant. If specifically requested by the Merchant, CivicPlus may, in its sole discretion, switch the Merchant from net funding to gross funding in the Platform; in such event, CivicPlus may establish a reserve fund or security deposit from the Merchant to mitigate risks of chargebacks or disputes. If, under gross funding, CivicPlus's attempts to debit fees owed from the Merchant's account are unsuccessful, CivicPlus reserves the right to switch the Merchant from gross funding to net funding in the Platform.

9. **Termination for Cause.** CivicPlus may terminate or suspend Platform Processing Services if:

- The Merchant violates these terms, the Payment Processor's Processing Terms and Conditions, or any compliance or regulatory obligations.
- Fraudulent activity or data security breaches are detected on the Merchant account.
- Merchant fails to adhere to underwriting requirements or risk management protocols.

10. **Amendments to Risk Policies.** CivicPlus reserves the right to update or modify risk management policies and procedures, including security protocols and compliance requirements, to align with evolving industry standards or legal obligations. The Merchant agrees to comply with such updates upon reasonable notice.

Applicable Solution: External Processor

For an additional fee, to be quoted at the time of scoping, CivicPlus may facilitate an automated process for redirecting credit card payments to the Customer's existing payment gateways/merchant account processors (**Gateway**). For card payments, CivicPlus will redirect any payment processing to the Customer's Gateway, and the Gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process, or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI-compliant controls for the system components and applications that provide the redirection services only.

The Customer will enter into a merchant account agreement with their selected Gateway provider that is within CivicPlus's network of integrated Gateways (**Integrated Partner**). Such agreement's terms and conditions will solely ensure the benefit and obligation of the Customer; CivicPlus shall not be a party to such agreement. CivicPlus will facilitate contact between the Customer and the selected Integrated Partner for contracting purposes and shall integrate the Integrated Partner's Gateway system into the Customer's Services for the fee set forth on the applicable SOW. The Customer agrees to assume responsibility for ensuring the execution of a Gateway contract with the Customer's select Gateway provider, to comply with all terms and conditions of such contract, and to pay all fees required to maintain the services. The Customer acknowledges that the fees outlined in the applicable SOW do not include any transaction, processing, or other fees imposed by the Customer's Gateway.

The Customer is solely responsible for their relationship with their selected Gateway. In no event will CivicPlus:

1. Take part in negotiations,
2. Pay any fees incumbent on the Customer or merchant account, or
3. Acquire any liability for the performance of services of any chosen Gateway, including those Integrated Partners.

The Customer acknowledges switching to a different Gateway after signing this SOW may incur additional fees and require a written and signed modification to this SOW. The Customer shall continue to be responsible for negotiating and executing any Gateway agreement as described herein for any additional Gateway changes. The Customer understands and agrees that CivicPlus is not liable for any failure of service or

breach of security by any Gateway provider selected by the Customer, whether such a provider is an Integrated Partner or not.

Customers must ensure that all payment-related activities carried out through the Services meet the requirements of PCI DSS. For the sake of clarity, the Customer shall not solicit payment data from its end-users anywhere outside of the Platform portal.

CivicPlus Privacy Policy

CivicPlus (referred to as “we”, “us”, or “our”) takes the private nature of your personal information very seriously and we are committed to protecting your personal privacy. CivicPlus has developed this policy regarding our privacy practices (“Privacy Policy”) to explain the manner in which CivicPlus may collect, use, retain, process, and share the personal information collected from users (“you”, “your”, or each a “User”) of any of the [CivicPlus solutions](#) and associated services (each, a “[Solution](#)”; collectively, the “[Solutions](#)”), and the [CivicPlus website](#) (the “[Site](#)”). The User’s personal information is any information relating to an identified or identifiable person (“Personal Information”), such as your name, address, email address, phone number, or IP address. Personal Information does not include publicly available information, de-identified, or aggregate consumer data.

This Privacy Policy is designed to help the User obtain information about our privacy practices and to help the User understand its privacy choices when using a Solution or visiting the Site. By using the Solutions, providing Personal Information, or visiting our Site you are agreeing to this Privacy Policy and consenting to the collection, transfer, manipulation, storage, disclosure, and other uses of your information, as described in this Privacy Policy.

CivicPlus provides the software solutions directly to our public sector customers (“Customers”) to enable them to serve and perform their own governmental and business functions. As such, most of the Personal Information we collect and store is in connection with the software and services we provide to our Customers pursuant to our contractual arrangements with them. In these cases, CivicPlus is acting as a “data custodian” only.

This Privacy Policy covers the treatment of Personal Information gathered when you are using or accessing any [Solution](#) or the [Site](#). This Privacy Policy does not apply to the practices of third parties that we do not own or control or certain data collected by our Customers for their specific purposes and needs, as further described herein.

Important Note

Effective Date: September 20, 2023

Customer Data

When CivicPlus makes the Solutions available for use by a Customer, we do so under a contractual arrangement with our Customer pursuant to which the Customer, not CivicPlus, makes the decisions about what Personal Information is collected and how it is processed in the Solutions. Our Customers may electronically submit Personal Information to a Solution, or solicit from you Personal Information within a Solution, for processing and storage purposes (“Customer Data”), including, for example, information required to set up admin rights for a Customer’s employees, or Personal Information collected from a Customer’s resident who is using the Solution to pay for recreational programming. In these interactions, the Customer’s employees or residents are “End Users”.

We function as a service provider and may store or process Customer Data only for the purpose of providing the Solutions, improving the Solutions, preventing or addressing service or technical problems, or as may be required by law. If your Personal Information has been submitted to us by one of our Customers and you wish to exercise any rights you may have to access, rectify, or delete such data, please inquire with the relevant Customer directly. Since CivicPlus is the data custodian to our Customers, who are the “data owners”, CivicPlus cannot modify or delete any data owned by our Customers without such Customers specific request and approval.

What Personal Information Do We Collect?

We may collect Personal Information from Users in a variety of ways, including, but not limited to, when Users visit the Site, use a Solution, register an account on any Solution, fill out a form, and in connection with other activities, services, features or resources we make available on our Solutions. Users may register for an account within the Solutions and be asked for Personal Information, as appropriate, including name, email address, physical address, and phone number. Users may, however, visit the Solutions anonymously. Users can always refuse to supply Personal Information, except that it may prevent them from engaging in certain Solution-related activities, like registering for or obtaining the full benefit of the services provided by the Solution or receiving subscription emails.

At the request and direction of Customers, CivicPlus may collect the following categories of Personal Information:

- **User-provided personal identifying data:** Most of the information we collect is information that Users input directly when using a Solution, such as name and contact details (email, phone number, address, social media handle), physical location, and user-provided content, depending on the Solution used and how the User decides to use it.
- **User-initiated information:** When a User uses text messaging, email, or social media to contact or submit notifications to a Customer through any Solution, we will collect that User's phone number, email address, or social media handle, as appropriate.
- **Website visitor information:** When you visit a Solution or the Site, we may collect information about your visit, depending on the Solution, such as your IP address, cookies, location, and the pages you visited and when you use the Solution, we may collect information on how you use the Solution.
- **Protected sensitive data:** For certain Solutions, Users are asked for certain information used in relation to applying for job positions or board or committee, certain sensitive data may be collected, such as date of birth, gender, ethnicity, political party, education, job history, references, it is the sole discretion of the Customer to request or require these fields.
- **Financial information:** If a User decides to purchase a paid service through a Solution, the User provides financial information related to your payment method including credit card number, credit card type, card expiration date, or other financial information. We do not, however, capture, store, or transmit that financial information. That information is provided directly to and stored by the Customer's third-party payment processor (the "Payment Processor"). The Payment Processor's applicable Terms of Service and Privacy Statement govern the use and storage of that information. Please review the [CivicPlus Payments Solution's Privacy Policy](#) for further details.
- **Applicant data:** Users applying for jobs or elected or appointed seats through a Solution, may be requested to submit prior job information, such as salaries, employment history, education history, address history, employers, social security number, USCIS or alien registration number, passport number, and other application data, as well as driver's license information, as determined necessary by our Customer.

- **Employee data:** Users whose employers are a Customer for human resources services may be requested to submit bank account and routing numbers, dependent's names and social security number, current job title, and other information an employer may request.
- **Physical image:** Certain Solutions may include the ability to upload video or image files which may contain visual representations of any Users that have attended public meetings or been in a public space.
- **Information related to your mobile device:** We may collect and store information related to your mobile device, such as your phone number, location, or device identifier used to deliver push notifications. You will have a choice as to whether we collect and store this information.

With the exception of the Website Visitor Information, the categories of data above are collected only when certain features and uses of the Solution are procured by the CivicPlus Customer, and data collected may vary for each User depending on our Customer's use of the Solution. All data fields are voluntary for the User to fill in, unless our Customer requires certain data to be input by the User.

How Do We Collect, Receive, and Retain Personal Information?

We collect most of this Personal Information directly from Users willingly inputting such information, whether by webform, text, email, submission of documentation, or telephone call to our Customer. However, we may also collect information from cookies on our Site or Solutions. We may receive Personal Information from third parties that integrate with our Solutions, at the request of our Customers. We will retain Personal Information as requested and required by our Customer, with whom you share your Personal Information. We retain Personal Information indefinitely, retention depends on the type of data and the purpose for which we process the data, our Customer's subscription term for the Solution, open records laws, and direction for the retention or deletion of such data. We may retain Personal Information beyond the Customer relation if required by law, contract, or if it is in our legitimate business interests and not prohibited by law.

If you have created a user portal account (“Account”) within a Solution which has been closed, we may take steps to mask Personal Information and other information, but we reserve our ability to retain and access the de-identified data for so long as required to comply with applicable laws.

How We Use Collected Information

We use User information, including Personal Information, for the following business purposes.

To fulfill service obligations for our Customers

We use and process information as needed and requested by our Customers that procure the Solution in order to fulfill our Customer’s need; deliver the services requested, including software updates; manage our Customer and User relationship; provide our Customers and Users with customer support, and comply with laws or regulations that apply to us and our Customers.

Including, without limitation, as a part of our Social Media Archiving Service, we may use YouTube API Services provided by Google. This involves data collection, including but not limited to channel information, video titles, descriptions, and user comments. Your use of the Social Media Archiving is subject to YouTube's Terms of Service (<https://www.youtube.com/t/terms>) and privacy policy. For details on how YouTube handles data, refer to YouTube's Privacy Policy at <http://www.google.com/policies/privacy>. If you have questions or concerns about your data as it relates to YouTube API Services, please contact us at privacy@civicplus.com.

To personalize User experience

We may use information in the aggregate to understand how our Users as a group use the Solution, resources, and services provided on the Solution and the Site. We may use the information to perform research and analysis about Users’ use of, or interest in, our Solutions, services, or content.

To improve the Solution and Site experience

We continually strive to improve our Solution and Site offerings based on the information and feedback we receive from Users. We may use the information to improve our internal operations, systems, Solutions, and services including benchmarking system performance and developing our products and services.

To improve customer service

User information helps us to more effectively respond to a User's customer service requests and support needs. We use the information to respond to comments and questions and provide customer service, communicate with Users and Customers about products and/or services that may be of interest.

To send periodic emails

The email address Users provide to a site will be used to respond to their inquiries, and/or other requests or questions, or to send service announcements regarding changes, notifications, or marketing information. If User decides to opt-in to our mailing list, on any Solution or the Site, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or the User may contact us via the contact information below. We only use Personal Information for the purposes and uses described above, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original uses and purposes.

How Do We Share Personal Information?

Except as described here or in any other applicable policy, we do not sell, trade, or rent the User's Personal Information to any third parties. We may share generic aggregated demographic information not linked to any Personal Information regarding visitors and users with our business partners, trusted affiliates, and advertisers for the purposes outlined above.

For our Pay solution, we work with a third-party payment processor in order to successfully complete transactions. We have preferred partner processors, with whom we have direct communication regarding the services and you contract directly with. We also work with other payment processors that are not contracted partners, at our Customer's request; we use such processor's technical documentation and instructions for creating an integration with the services.

We may share your Personal Information or other information about you with other parties to transactions when you use the Solution. In most cases, this is your local municipality with whom you are procuring services and their chosen merchant account processor and financial institutions (if making a purchase). The information is limited to Personal Information and account information necessary to facilitate the transaction.

We may share information with our agents, vendors, service providers, and subcontractors who perform functions on our behalf, such as our customer relationship management service provider, marketing automation and analytics provider, sales development tools provider, and other similar service providers. We may also share information with other third parties for our business purposes or as permitted or required by law, including:

- Sending non-personal information to third-party analytics service providers for monitoring the health of the Site and Solutions;
- if we need to do so to comply with a law, legal process, or regulations;
- to law enforcement authorities or other government officials, or other third parties pursuant to a subpoena, a court order, or other legal process or requirement applicable to CivicPlus;
- if we believe, in our sole discretion, that the disclosure of Personal Information is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity;
- to protect the vital interests of a person;
- to investigate violations of or enforce a user agreement or other legal terms applicable to the Solution;
- to protect our property, the Solutions, the Site, and legal rights;
- to facilitate a purchase or sale of all or part of CivicPlus' business;
- to companies that we plan to merge with or be acquired by; and
- to support our audit, compliance, and corporate governance functions

Please note that if CivicPlus is acquired, sold, or dissolved, its assets, including Personal Information we may possess about Users, may, in whole or in part, be sold, disposed of, transferred, divested, or otherwise disclosed as part of the transaction or proceeding. You acknowledge that such transfers may occur, and any acquirer may continue to use your Personal Information as set forth in this Privacy Policy.

How Do We Use Cookies?

The Site and Solutions may use "cookies" to enhance the User experience. Cookies are pieces of text that may be provided to your computer through your web browser when you access a website. The User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. The User may choose to set their web browser to refuse cookies or to alert you when cookies are being sent. If they do so, note that some parts of the site may not function properly.

We use cookies to enable our servers to recognize your web browser and tell us how and when you visit the Site, and otherwise use the Solutions through the internet. Our cookies do not, by themselves, contain Personal Information, and we do not combine the general information collected through cookies with other Personal Information to tell us who you are.

How Do We Protect Your Personal Information?

Although we take appropriate technical and organizational measures to safeguard against unauthorized disclosures of Personal Information, we cannot guarantee that Personal Information in our possession will never be disclosed in a manner that is inconsistent with this Privacy Policy. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of Personal Information at any time.

We store all our information, including Personal Information, using industry-standard techniques. We use appropriate data collection, storage, and processing practices, and security measures to protect against unauthorized access, alteration, disclosure, or

destruction of your Personal Information, username, password, transaction information, and information stored on the site, if applicable, to your use of the Site and Solution.

Sensitive and private data exchange between the Solution or Site and its Users happens over a Secure Sockets Layer (SSL) secured communication channel and is encrypted and protected with digital signatures.

Privacy of Children

CivicPlus Solutions are not designed or intended to appeal to minors. We do not knowingly attempt to solicit or receive any information from anyone under the age of 14. If you are a parent or guardian and you are aware that your child has provided us with Personal Information, please contact us immediately. We encourage parents and legal guardians to monitor their children's mobile app and internet usage and enforce our Privacy Policy by instructing their children never to provide Personal Information to any Solution without their parental permission. If you have reason to believe that a child under the age of 14 has provided Personal Information to us, please [contact CivicPlus Privacy](#), and we will work with our Customer in order to delete that information from our databases as soon as is reasonably practicable.

How Do Users Request Access to Review or Change Personal Information?

Users may have certain data privacy rights depending on their state of residence. If you would like to exercise any of your data privacy rights, you will need to send your request directly to the data-owning CivicPlus Customer with whom you shared your data. Please note that verification will be required to prove your identity. CivicPlus may not disclose or delete data if an exemption or exception to deletion exists. Please note, CivicPlus is a data custodian to its data-owning Customers, the majority of our Customers are government municipalities and may be exempt from certain laws requiring compliance with data subject rights. CivicPlus is required to have Customer approval regarding every access, rectifying, disclosing, and deletion request submitted by Users of any Solution.

If you have an Account with any Solution, you can review and edit Personal Information in the Account by logging in and updating the information directly. If you wish to edit Personal Information and are unable to do so in the Account, you may contact us, using the contact information below, and we can help you with this request, verification of identity will be required, and Customer approval may be sought in circumstances where the Personal Information is owned by the Customer.

Changes to this Privacy Policy

We're constantly working to improve our Solutions, so we may need to change this Privacy Policy from time to time as well. CivicPlus has the discretion to update this Privacy Policy at any time. When we do, we will revise the effective date at the top of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the Personal Information we collect. You acknowledge and agree that it is your responsibility to review this Privacy Policy periodically and become aware of modifications.

Your Acceptance of this Privacy Policy

By using this Site or any Solution, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the Site or any Solution. Your continued use of the Site and Solutions following the posting of changes to this Privacy Policy will be deemed your acceptance of those changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is collected.

California Residents

For Residents of California, the California Consumer Privacy Act (CCPA) provides privacy protections to California consumers as follows:

CivicPlus does not sell your Personal Information so does not provide an opt-out page. If you are a California resident, you have the rights listed below under data protection law, to access any of the following rights you must submit a request to the data-owning Customer with whom you submitted your Personal Information. If your request is

regarding data that you submitted independent of a specific data-owning customer, or if the request is with regard to our Site, please submit such a [request to CivicPlus Privacy](#).

California residents are limited to two Personal Information requests per year. There is no charge to access your Personal Information; however, if you submit requests that are clearly baseless, repetitive, or excessive, CivicPlus may charge a reasonable fee for such requests; alternatively, CivicPlus reserves the right to refuse to comply with such requests. Upon receiving a valid and verified request for Personal Information, that was submitted by and approved for fulfillment by our Customer Data owner, we will respond to such a request within 45 days unless there are any extenuating circumstances, for which we will let our Customer know.

Right to know

- You have the right to request data collected about you; and
- You have the right to request what data is shared about you

Disclosures provided under CCPA will identify the Personal Information collected in the previous 12 months.

Right to deletion

- You have the right to deletion of information unless an exception applies.

Right to rectify

- You have the right to correct any data collected about you that is inaccurate.

Right to non-discrimination

- You shall not be discriminated against for exercising any of these consumer privacy rights.

Right to use an authorized agent

- You have the right to use an authorized agent to submit a request to know or a request to delete on your behalf. Such use of an authorized agent will require:

- Your written permission to allow the authorized agent to exercise your rights
 - Verification of the agent's and your own identity
- We may deny a request from you or your agent if we cannot verify the identification of the individual making the request

Contact Us

If you have any questions or concerns regarding this Privacy Policy or would like to make any requests, as detailed herein, please [send a message to CivicPlus Privacy](#)

Or, by writing to:

Attn: Privacy Policy Support CivicPlus, LLC

302 S. 4th Street, STE 500

Manhattan, KS 66502



CITY COUNCIL ACTION REPORT

Meeting Date: September 22, 2025

A/R No.: 2025-304

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance amending Ordinance No. 12088 approving a contract with Tunks Construction, LLC. for the construction of City of Liberty Project (25-001) Plum Rose storm sewer repair project by increasing the contract amount by \$45,873.00 from an amount of \$180,398.94 to \$226,271.94

Summary:

- Approve an Ordinance amending Ordinance No. 12088
 - Adjusting the contract from the current contract amount by \$45,873.00 from \$180,398.94 to \$226,271.94

Background:

City of Liberty Project (25-001) Plum Rose storm sewer repair project was awarded to Tunks Construction, LLC in the amount of \$180,398.94 on April 14, 2025 (Ordinance No. 12088).

The project involves the removal and replacement of an existing 54" corrugated metal pipe (CMP) which ran under Plum Rose Drive. Since the execution of the contract, Tunks has removed the 54" CMP and installed the necessary structures. During that time, elevation and alignment differences in conjunction with structure issues necessitated a brief stop work order while an appropriate path forward was identified. A solution has since been identified and necessitates a change order. The change order accounts for additional coring, removal of the 15" CMP which runs under White Oak Ln (previously marked as remaining in place upon excavation, its alignment required removal), additional traffic control and additional mobilization. This change order is required to provide contract funding for previously unscoped work and a final reconciliation change order will be forthcoming at the project close to reconcile all line items with as-built quantities.

Staff recommends approval of an Ordinance amending Ordinance No. 12088 approving a contract with Tunks Construction, LLC. for the City of Liberty Project (25-001) Plum Rose storm sewer repair project by increasing the contract amount by \$45,873.00 from an amount of \$180,398.94 to \$226,271.94.

Previous Action (if applicable):

- CSTOC recommendation March 13, 2025
- Council approval of initial contract April 14, 2025

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: March 13, 2025
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X Budgeted:	Line Item: 351-70020-201-000000	Amount: \$226,271.94
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance amending Ordinance No. 12088 approving a contract with Tunks Construction
2. CO_Signed_Needing Mayor Sig

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 12088 APPROVING A CONTRACT WITH TUNKS CONSTRUCTION, LLC. FOR THE CONSTRUCTION OF CITY OF LIBERTY PROJECT (25-001) PLUM ROSE STORM SEWER REPAIR PROJECT BY INCREASING THE CONTRACT AMOUNT BY \$45,873.00 FROM AN AMOUNT OF \$180,398.94 TO \$226,271.94

WHEREAS, a contract with Tunks Construction, LLC. was approved on April 14, 2025 by Ordinance No. 12088;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an amendment to Ordinance No. 12088 approving a contract for the Plum Rose storm sewer repair project with Tunks Construction by increasing the contract amount by FORTY FIVE THOUSAND EIGHT HUNDRED SEVENTY THREE AND 00/100 DOLLARS (\$45,873.00) from ONE HUNDRED EIGHTY THOUSAND THREE HUNDRED NINETY EIGHT AND 94/100 DOLLARS (\$180,398.94), to TWO HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED SEVENTY ONE AND 94/100 DOLLARS (\$226,271.94), a copy of said amendment being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

MAYOR, Greg Canuteson

ATTEST:

DEPUTY CITY CLERK

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

MAYOR, Greg Canuteson

Change Order

PROJECT: (Name and Address) Plum Rose Storm Sewer Repair 101 E. Kansas St. Liberty, MO 64068	CONTRACT INFORMATION: Contract For: General Construction Date: 07-31-2025	CHANGE ORDER INFORMATION: Change Order Number: 1 Date: 09-10-2025
OWNER: (Name and Address) City of Liberty MO 101 E. Kansas Street Liberty, MO 64068	ARCHITECT: (Name and Address) Tunks Construction, Design & Demolition, LLC 5001 NW Tri-County Line Rd Cameron, MO 64429	CONTRACTOR: (Name and Address) Tunks Construction, Design & Demolition, LLC 5001 NW Tri-County Line Rd Cameron, MO 64429

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$ 180,398.94
The net change by previously authorized Change Orders	\$ 52,499.00
The Contract Sum prior to this Change Order was	\$ 232,897.94
The Contract Sum will be increased by this Change Order in the amount of	\$ -6,626.00
The new Contract Sum including the Change Order will be	\$ 226,271.94

The Contract Time will be increased by 0 days.

The new date of Substantial Completion will be 09-28-2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, CONSULTANT, AND OWNER.

CONTRACTOR

Lucas Tunks
Tunks Construction

Joshua Martinez - City of Liberty MO
Joshua Martinez, Capital Projects Engineer
Sep 10, 2025 @ 12:51 PM

[Signature]

Mayor, Greg Canuteson



CITY COUNCIL ACTION REPORT

Meeting Date: September 22, 2025

A/R No.: 2025-310

Department: Utilities

Submitted By: Jason Thomas, Assistant
Director Utilities Operations & Construction

Subject: Ordinance approving a contract for professional engineering services with AGC Engineers, Inc. for engineering services related to the Fairview Cemetery sewer improvements in an amount not to exceed \$35,555.00

Summary:

AGC Engineering was selected based on their expertise in trenchless technologies and previous successful projects involving sensitive sites. The not-to-exceed fee for design services is \$35,555.00

Background:

The City of Liberty's sanitary sewer system in the vicinity of Fairview Cemetery is aging and requires replacement to address capacity and reliability issues. Due to the sensitivity and constraints of working within and adjacent to the cemetery grounds, pipe bursting has been identified as the preferred method for replacing the existing sewer lines to minimize surface disruption. The area affected that runs through Fairview Cemetery is in the sewer line easement and not near existing grave sites. The work done will be as follows:

- Replace the existing 8" clay tile pipe that runs through Fairview Cemetery with a 12" HDPE plastic pipe, increasing capacity by using a common trenchless rehabilitation method to increase flow capacity and upgrade aging or damaged infrastructure. AGC scope of services includes the following: valuation of existing sewer infrastructure conditions, design of pipe bursting alignment and specifications, coordination with the Utilities Department and Cemetery Staff to ensure minimal disruption. Preparation of plans, specifications and bid documents.

AGC Engineering has submitted a proposal to perform the necessary engineering design work, including surveying, alignment planning, geotechnical review and preparation of construction and bidding documents.

Staff recommend entering into an agreement with AGC engineering for an amount not to exceed \$35,555.00.

Previous Action (if applicable):

None

Policy/Committee Review:

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

Committee	
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 593-70017-901-000000	Amount: \$35,555.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Ordinance approving an agreement with AGC Engineers for Fairview Cemetery
2. City AGC Agreement Pipe Bursting Cemetery

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH AGC ENGINEERS, INC. FOR ENGINEERING SERVICES RELATED TO THE FAIRVIEW CEMETERY SEWER IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$35,555.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract for professional engineering services by and between the City of Liberty, Clay County, Missouri and AGC Engineers, Inc., 405 S. Leonard, Suite D, Liberty, MO, 64068 in an amount not to exceed THIRTY-FIVE THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS and 00/100 \$35,555.00) 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 1 of this ordinance.

SECTION III

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

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
LIBERTY, MISSOURI

THIS IS AN AGREEMENT made as of _____, 2025

between Mayor, City Council, and the Citizens of the City of Liberty, Missouri, a municipal corporation (OWNER) and AGC Engineers, Inc. (ENGINEER) for the Fairview Cemetery Pipe Bursting, Project Number _____

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the first phase of the Basic Services described in Section 2 below and as further set forth in Exhibit A, "Scope of Services and Related Matters" ("Exhibit A") and in the other exhibits listed in Section 9 below. This Agreement will become effective on the date first above written.

Notwithstanding the foregoing, this Agreement shall not become effective, nor shall ENGINEER proceed with the performance of any services hereunder until the City Council of Owner has duly approved this Agreement by Ordinance adopted as provided by law.

ENGINEER represents and warrants that ENGINEER is registered as a professional engineer and authorized to otherwise do business in accordance with the laws of the State of Missouri.

SECTION 1 GENERAL

1.1. Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as herein-after provided. ENGINEER shall serve as OWNER's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Consultants as OWNER approves in advance in writing to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties,

express or implied under this Agreement or otherwise, in connection with ENGINEER's services.

1.2. Coordination with Other Documents.

Not used.

1.3. Definitions.

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.3.1. Additional Services. Additional Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 3 of this Agreement.

1.3.2. Agreement. Agreement means this Contract for Professional Engineering Services between OWNER and ENGINEER including those exhibits listed in Section 9 of this Agreement.

1.3.3. Basic Services. Basic Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.3.4. Construction Cost. Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 4 of this Agreement.
Construction Cost is one of the items comprising Total Project Costs.

1.3.5. Contractor. Contractor means the person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

1.3.6. ENGINEER's Consultant. ENGINEER's Consultant means a person or entity having a contract with ENGINEER to perform or furnish Basic or Additional Services as ENGINEER's independent professional associate or consultant engaged directly on the Project.

1.3.7. Defective. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or

- b. does not meet the requirements of any applicable review or reference standard

1.3.8. Total Project Costs. Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges for all other professional and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties and for other services to be provided by others to the OWNER.

SECTION 2 BASIC SERVICES OF ENGINEER

Upon execution of this Agreement by OWNER, the ENGINEER shall perform for OWNER professional engineering services in all phases of the Project as provided in Exhibit A. Those services set forth in Exhibit A will comprise the "Scope of Services".

Except as otherwise provided herein, the Engineer shall not furnish any services with respect to the removal, encapsulation or containment of any hazardous waste or asbestos. Should any such material be encountered during the course of design or construction, work on that part of the project shall be suspended pending arrangements by the Owner for such removal, encapsulation, or containment.

SECTION 3 ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types described in the appropriate section of Exhibit A. These services are not included as part of Basic Services, except to the extent otherwise provided in Exhibit A. These services will be paid for by OWNER as indicated in Section 6.

SECTION 4 OWNER'S RESPONSIBILITIES

Except as otherwise provided in Exhibit A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

4.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all available design and construction standards which OWNER will require to

be included in the Drawings and Specifications.

4.3 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

4.3.1 ENGINEER may not rely upon or make any claim against OWNER with respect to the following:

4.3.1.1 The completeness of such reports and drawings for ENGINEER'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures to be employed by ENGINEER and safety programs incident thereto, or

4.3.1.2 Data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.3.1.3 Any ENGINEER interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.4. Arrange for access to and make all provisions for ENGINEER to enter upon public property as required for ENGINEER to perform services under this Agreement.

4.5. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

4.6. Provide, as may be required for the Project:

4.6.1 accounting, bond and financial advisory, and insurance counseling services;

4.6.2. such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

4.6.3. such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

4.7. Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

4.7.1. that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work.

ENGINEER does not undertake in this Agreement to perform the services referred to in

4.7.1. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

4.8. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

4.9. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections.

4.10. Give prompt notice in writing or by electronic means that are permanently preserved to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services.

4.11. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

4.12. Provide Engineer with a fully executed City Ordinance awarding the Contract to the Engineer.

SECTION 5 TIMES FOR RENDERING SERVICES

5.1. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of construction contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.1.1 ENGINEER and OWNER shall make every effort possible to comply with the following schedule of Project milestones:

Notice-to-Proceed

anticipated to be May 15, 2025

Bid Ready Plans and Specifications to OWNER

anticipated to be August 15, 2025

5.2. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

5.3. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER:

5.3.1. for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised; or

5.3.2. for more than one year through no fault of ENGINEER, or if ENGINEER for any reason is required to render Construction Phase services more than one year after Substantial Completion is achieved, the rates and amounts of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment to reflect, among other things, changes in the various elements that comprise such rates of compensation.

5.4. In the event that the work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in Exhibit A whether or not the work under such contracts is to proceed concurrently.

SECTION 6 PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

6.1 Methods of Payment for Services and Expenses of ENGINEER.

6.1.1. For Basic Services. OWNER shall pay ENGINEER \$ 35,555 for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit B.

6.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services performed or furnished under Section 3 on the basis set forth in Exhibit B.

6.2 Other Provisions Concerning Payments.

6.2.1. Preparation of Invoices. Invoices for Basic and Additional Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

6.2.2. Unpaid Invoices. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested together with such sums as may be necessary to correct defective work and pay liquidated damages (if applicable) may be withheld from payment, and the undisputed portion will be paid.

6.2.3. Payments Upon Termination.

6.2.3.1. Termination by OWNER for Cause. In the event of termination by OWNER for cause under paragraph 8.1.1:

6.2.3.1.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.1.2. During any phase of the Basic Services, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. ENGINEER also will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.2. Termination by OWNER for Convenience. In the event of termination by OWNER under paragraph 8.1.2:

6.2.3.2.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.2. During any phase of Basic Services, ENGINEER also will be paid for such services performed or furnished by ENGINEER during that phase through the date of

termination on the basis specified in Exhibit B. In addition, ENGINEER will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and for termination expenses under sub-paragraph 6.2.3.2.3 below.

6.2.3.2.3. In the event of termination by OWNER for convenience during or at completion of any phase of Basic Services, OWNER shall pay ENGINEER's reasonable expenses directly attributable to termination in accordance with rates applicable to the various categories of Additional Services measured from the date of termination. Notwithstanding any other provision of this agreement, under no circumstances shall ENGINEER be paid on the basis of anticipated profits in the event of termination for any reason, including but not limited to termination for default which was later determined to be unjustified.

6.2.3.3. Termination By ENGINEER for Cause. In the event of termination by ENGINEER for cause under paragraph 8.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 6.2.3.2.

6.2.4. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

SECTION 7 OPINIONS OF COST

7.1. Opinions of Probable Construction Cost. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

7.2. Opinions of Total Project Costs. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs provided for in Section 2.

SECTION 8 GENERAL CONSIDERATIONS

8.1. Termination. The obligation to provide further services under this Agreement may be terminated:

8.1.1. For cause,

8.1.1.1. by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

8.1.1.2. by ENGINEER:

8.1.1.2.1. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or

8.1.1.2.2. upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

8.1.1.2.3 In the case of termination under this paragraph 8.1.1.2, ENGINEER shall have no liability to OWNER on account of such termination.

8.1.2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

8.2. Reuse of Documents. All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER'S consultants) pursuant to this Agreement are and shall remain the property of the OWNER, whether the project for which they are prepared are executed or not. The ENGINEER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the project. The Drawings and Specifications may be used by the OWNER only for completion of this project, or if the ENGINEER is adjudged to be in default under this Agreement, for completion of this project by others without further compensation of the ENGINEER.

8.3. Insurance.

8.3.1. ENGINEER shall procure and maintain professional liability insurance to protect the ENGINEER against the negligent acts, errors or omissions of the ENGINEER and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement. The ENGINEER's insurance coverage shall not be for less than \$2,000,000, each claim and in the annual aggregate.

8.3.2. ENGINEER shall also procure and maintain the following insurance.

8.3.2.1 General Liability Insurance, with a combined single limit of \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

8.3.2.2. Automobile Liability Insurance, with a combined single limit of \$2,000,000 for each person and \$2,000,000 for each accident.

8.3.2.3. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each

occurrence.

8.4. Controlling Law. This Agreement is to be governed by the law of the State of Missouri.

8.5. Successors and Assigns.

8.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Unless expressly provided otherwise in this Agreement:

8.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

8.6. Allocation of Risks--Indemnification.

8.6.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

8.7. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered mail, return receipt requested or by a nationally recognized overnight courier service, provided, however, that in the case of OWNER, a copy of such notice must also be mailed by first class mail to GEORGE E. KAPKE, KAPKE & WILLERTH, L.L.C, 3304 NE Ralph Powell Road, Lee's Summit, Missouri 64064. All notices shall be effective on the date of receipt, if given personally, and on the third day following placing of such notice in the U.S. Mail or the delivery of such notice to a nationally recognized overnight courier service.

8.8. Survival. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

8.9. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.10. Attorney's Fees. Should any litigation be commenced between the parties hereto concerning the subject of this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

SECTION 9 EXHIBITS AND SPECIAL PROVISIONS

9.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Scope of Services", consisting of 1 page.

9.1.2. Exhibit B, "Payments to Engineer for Services", consisting of 1 page.

9.2. This Agreement and the Exhibits identified above constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER

City of Liberty

By: _____
Greg Canuteson, Mayor

[Corporate Seal]

Attest: _____
Deputy City Clerk

Address for giving notices
City Engineer
101 E. Kansas
Liberty, Missouri, 64068

ENGINEER

AGC Engineers, Inc

By: _____
Art Akin, President

Attest: _____
Ronald L. Cowger, Vice President

Address for giving notices
405 S Leonard, Suite D
Liberty, Missouri, 64068

4/15/2025

EXHIBIT "A"

survey / field data

coordination

field survey

setup data

potential easements needed for pipe jacking (max 2 easements)

prelim plans

profile future 12" from EX2 to A4 to Z1 (to prove it will work if needed)

profile existing 8" through cemetery

research pipe layout and room for jack

final plans

plans (no traffic control plans included in fee)

tech specifications

asbuilts

bid documents (assume using City front end documents)

bid phase



EXHIBIT "B"**survey / field data**

coordination	\$	625
field survey	\$	6,060
setup data	\$	1,865
potential easements needed for pipe jacking (max 2 easements)	\$	2,025

prelim plans

profile future 12" from EX2 to A4 to Z1 (to prove it will work if needed)	\$	4,070
profile existing 8" through cemetery	\$	1,605
research pipe layout and room for jack	\$	2,240

final plans

plans (no traffic control plans included in fee)	\$	5,100
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tech specifications

	\$	2,145
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asbuilts

	\$	2,745
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bid documents (assume using City front end documents)

	\$	2,110
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bid phase

	\$	4,965
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TOTAL	\$	35,555
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CITY COUNCIL ACTION REPORT

Meeting Date: September 22, 2025

A/R No.: 2025-311

Department: Utilities

Submitted By: Jason Thomas, Assistant
Director Utilities Operations & Construction

Subject: Ordinance approving a professional services agreement with George Butler Associates, Inc. for wall design to correct a failing suspended sidewalk at the wastewater treatment plant in an amount not exceed \$10,200.00

Summary:

Approve wall design agreement to repair failing sidewalk at wastewater treatment plant.

Background:

The wastewater treatment plant includes a suspended sidewalk that provides critical access for staff. The sidewalk has begun to fail structurally, showing settlement and cracking, which poses safety hazards and complicates operations. GBA Engineering was the original design engineer for the wastewater treatment plant and is highly familiar with the facility and site conditions. By stabilizing the ground with a retaining wall and clay backfill, the City avoids rebuilding a suspended sidewalk structure, reducing long-term maintenance needs. The existing sidewalk presents risks to personnel and limits safe access; addressing it now ensures reliable access for plant operations and maintenance.

The proposed corrective measure involves constructing a new retaining wall to stabilize the ground around the sidewalk. Once the wall is in place, the area behind it will be backfilled with compacted clay to restore grade. With the ground stabilized, the failing suspended sidewalk can then be safely demolished and replaced with a new, structurally sound sidewalk. This approach provides a long-term, cost-effective solution that both corrects the current problem and eliminates the need for another suspended structure.

Staff recommends approval of a professional services agreement with GBA Engineering to design the retaining wall system and supporting improvements for the sidewalk replacement project for an amount not to exceed \$10,200.00.

Previous Action (if applicable):

None

Policy/Committee Review:

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

Financial Considerations:

X	Budgeted:	Line Item: 593-70017-901-000000	Amount: \$10,200.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Ordinance approving a professional services agreement with George Butler Associates
2. GBA - Liberty Professional Services Agreement- Walkway Repair WWTP to Liberty

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
GEORGE BUTLER ASSOCIATES, INC. FOR WALL DESIGN TO CORRECT A
FAILING SUSPENDED SIDEWALK AT THE WASTEWATER TREATMENT PLANT
THE AMOUNT OF PAYMENT TO NOT EXCEED \$10,200.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an agreement for professional services by and between the City of Liberty, Clay County, Missouri and George Butler and Associates, 9801 Renner Boulevard Lenexa, KS 66219 in an amount not to exceed TEN THOUSAND TWO HUNDRED DOLLARS and 00/100 (\$10,200.00) a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement as described in Section 1 of this ordinance.

SECTION III

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

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is entered into on the _____, 2025, between City of Liberty, City, and George Butler Associates, Inc., ENGINEER. The parties to this Agreement are referred to individually as a "Party" and collectively as the "Parties."

In consideration of the acts and promises contained in this Agreement and other valuable consideration, the Parties agree as follows:

SECTION 1 - PROJECT

The City of Liberty has determined to the satisfaction of its Governing Body that George Butler Associates, Inc. is qualified to undertake and perform Design of Retaining Wall Walkway Repair for Wastewater Treatment Plant and hereby selects and hereby employs the ENGINEER to perform professional services to Design of Retaining Wall Walkway Repair for Wastewater Treatment Plant (hereinafter referred to as the "Project").

SECTION 2 - SCOPE OF SERVICES

- A. BASIC SERVICES.** Upon execution of this Agreement by the City or on such other schedule contained herein, the ENGINEER shall provide the following services ("Services") pertaining to the Project as basic Services ("Basic Services"):
1. Exhibit A – Scope of Services
 2. Those Services not normally self-performed by the ENGINEER, but may be essential to the successful completion of the Project, will be subcontracted by the ENGINEER to subconsultants, who will be selected by the ENGINEER and the City. Services to be provided by subconsultants may include soils and materials testing required for the preparation of any design reports, construction period testing, and other Services not included in Section 2.A. Basic Services that are considered essential to the successful completion of the project by both the ENGINEER and the City.
- B. ADDITIONAL SERVICES.** The ENGINEER shall provide the following additional Services ("Additional Services") as agreed upon by the Parties in an Amendment to this Agreement:

1. Services resulting from significant changes in the general scope of the Project or its design, including, without limitation, changes in size, complexity, City's schedule, or character of construction; and revising studies, reports, design documents, or Contract Documents previously approved by City including preparation of change orders during the construction phase of the Project.
2. Time spent preparing for and attending public hearings at the request of City.
3. Services after completion of the construction phase such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in the Project; or observation of the Project after the end of the contractor's maintenance or guarantee period.
4. Preparing to serve or serving as a consultant or witness for City in any litigation or other legal or administrative proceeding involving the Project.
5. Full-time resident observation Services.

SECTION 3 – RESPONSIBILITIES OF City

A. City REPRESENTATIVE.

1. The City hereby designates the following representative who is authorized to act on the City's behalf with respect to the Project: **Retaining Wall Walkway Repair for Wastewater Treatment Plant**. The City or such authorized representative will make decisions in a timely manner pertaining to documents and questions submitted by the ENGINEER, in order to avoid delay in the orderly and sequential progress of the Services.

CITY Representative: Andy Noll, Director of Utilities

B. AUTHORIZATIONS.

1. The City shall furnish approval, consents, and letters of authority as may be necessary for performing the Services in a timely manner.
2. The City shall furnish to the ENGINEER a certified copy of the legislation, ordinance or resolution authorizing signing of this Agreement.

C. INFORMATION.

1. The City shall provide to the ENGINEER the following:

- a. All available reports, plans, specifications, background information, and other data pertinent to the Services;
 - b. All available road maps, topographic maps, plat maps, records, reports, correspondence, previous studies, plans and other data pertinent to the Services, including information previously prepared or obtained by others;
 - c. All borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restriction that are needed to complete the Basic Services;
 - d. A current, updated title report on any and all property that the ENGINEER will audit under the terms of this Agreement, along with the names of any individuals known to the City who should be interviewed or consulted with regard to the audit performed hereunder;
 - e. The names, addresses, and phone numbers of all previous tenants of this facility, including a description of past uses; and
 - f. The City's written requirements for the Project including, without limitation, schedule milestones, any financial constraints, and any pertinent criteria, standards, codes, design objectives, or design constraints.
2. The ENGINEER shall be entitled to rely on the accuracy and completeness of all information and data provided by the City.

D. ACCESS TO SITE.

1. The City shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property (subject to City's easements) as required by ENGINEER to perform the Services. ENGINEER shall not enter upon any property until or unless the City provides such access rights.

E. EASEMENTS AND LEGAL DESCRIPTIONS. The City shall be responsible for obtaining all necessary easements and right-of-way for the Project

F. NOTICE OF DEFICIENCY OR CHANGE.

1. The City shall report to the ENGINEER any suspected deficiency in the Services within twenty-one (21) days after the City becomes aware of the potential

defect. City further agrees to impose a similar notification requirement in its contracts with all contractors, design professionals, subcontractors, and consultants involved in the Project.

2. The City shall give prompt written notice to ENGINEER whenever City becomes aware of any change, fact or circumstance that is likely to affect the scope or timing of the Services.

G. MISCELLANEOUS.

1. The City may obtain advice of an attorney, insurance counselor or other consultant as is necessary for the City to make decisions within a reasonable time and not delay the Services.
2. If requested by the ENGINEER, the City shall furnish evidence of financial arrangements that have been made to fulfill City's obligations under this Agreement.
3. The City shall provide and pay for the cost of any mutually agreed upon subconsultants, testing, or laboratory Services identified in the Scope of Services, Section 2.
4. The City shall obtain bids or proposals from Contractor(s).
5. The City shall pay for, or cause to be paid, all filing fees and application fees to and permits from all governmental authorities having jurisdiction over the Project and to or from others as may be necessary for completion of the Project.
6. The ENGINEER shall have no obligation to City to execute any document subsequent to the signing of this Agreement, including, without limitation, lender consent or certification, requiring knowledge, services, or responsibilities beyond the scope of this Agreement. The proposed language of any such document will be submitted to ENGINEER at least ten (10) days in advance of the requested date of execution. The execution of any such document shall not create any rights in favor of a lender or other third party.

SECTION 4 - COMPENSATION

A. COMPENSATION.

1. The City shall compensate the ENGINEER for the Basic Services rendered and expenses incurred up to a maximum of \$10,200.00 (Ten thousand two hundred Dollars and no/100). The maximum compensation shall not be exceeded without further authorization by an Amendment to this as approved by the City.

Compensation to the ENGINEER by the City shall be based on actual hours worked plus direct expenses in accordance with the Standard Hourly Chargeout Rates schedule as shown in attached Exhibit "B", which is incorporated herein.

The Parties agreed that Exhibit "B" is subject to adjustment on January 1st of each year by the ENGINEER to reflect any increase in salaries and overhead costs.

- B. **PAYMENTS.** The City shall make payments to the ENGINEER on a monthly basis upon receipt of an invoice from the ENGINEER. Invoices shall be accompanied by an appropriate breakdown consistent with Section A - Compensation. The City shall make payment to the ENGINEER within thirty (30) days following the date of each invoice. If the City does not make payment by the due date, the City shall pay interest at the rate of 1.5 percent per month.

SECTION 5 – INSURANCE

- A. **REQUIRED COVERAGES.** During the performance of the Services, ENGINEER shall maintain the following insurance:

1. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate;
2. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident;
3. Umbrella Excess Liability Insurance (General and Automobile Liability) with a limit of \$2,000,000 for each occurrence and in the aggregate;
4. Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with a limit of \$1,000,000; and

5. Professional Liability Insurance, with a limit of \$2,000,000 for each claim and annual aggregate.

B. MUTUAL WAIVER OF SUBROGATION. To the extent that damages are covered by property insurance maintained during or after the completion of the Services, the City) and the ENGINEER waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. The City and the ENGINEER shall require the same waiver by their respective contractors, subcontractors, consultants.

SECTION 6 - TERMINATION

A. TERMINATION BY City. The City may terminate this Agreement as follows:

1. The City may terminate this Agreement at any time without cause, or with cause due to a material breach of this Agreement, upon giving the ENGINEER fourteen (14) calendar days' prior written notice.
2. Within thirty (30) calendar days of a termination for convenience, the City shall pay the ENGINEER for all Services rendered to the date of termination and reasonable, actual costs incurred.

B. TERMINATION BY ENGINEER. The ENGINEER may terminate this Agreement for cause upon giving the City fourteen (14) calendar days' prior written notice, for any of the following reasons:

1. A material breach by the City of this Agreement, including, without limitation, failure to make payment as required by this Agreement;
2. A transfer of ownership of the Project by the City to any other persons or entities not a party to this Agreement without the prior written agreement of the ENGINEER; and/or
3. A material change in the conditions under which this Agreement was entered into, coupled with the failure of the Parties to agree on the fees and charges for the Additional Services required because of such change.

C. SUSPENSION FOR NON-PAYMENT. The ENGINEER may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice to the City.

SECTION 7 - MISCELLANEOUS

- A. INSTRUMENTS OF SERVICE.** The ENGINEER's reports, drawings, specifications, and other deliverables, including all documents on electronic media, are instruments of professional service ("Instruments of Service") and shall remain the property of the ENGINEER which also retains the copyrights. During the Project, and conditioned on the City satisfying its payment obligations under this Agreement, City shall have a non-exclusive license to use the Instruments of Service with respect to the Project. City shall not assign its license to third parties without the written consent of the ENGINEER. However, City may provide copies of the Instruments of Service to contractors and consultants for the purpose of bidding or building the Project and to governmental authorities for the purpose of securing permits, licenses, and approvals.
- B. REUSE OR MODIFICATION.** The Instruments of Service prepared by ENGINEER are not intended or represented to be suitable for reuse by the City or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of the ENGINEER will be at the City's sole risk and without any liability of ENGINEER.
- C. CONFIDENTIALITY.** The ENGINEER agrees to keep confidential and not disclose to any person or entity any data and information not previously known to the ENGINEER and marked "CONFIDENTIAL" by the City. These provisions shall not apply to disclosure to the ENGINEER's employees and subconsultants, the general contractor, subcontractors, and permit authorities. Confidential information shall not include information that otherwise comes into the public domain. The ENGINEER will not be restricted from giving notices required by law, complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or reasonably using any information in the defense of any suit or claim.
- D. LIMITATION OF LIABILITY.** To the maximum extent permitted by law and for adequate consideration, the total liability of ENGINEER and its employees and sub-consultants for City's damages, in any way arising out of the services of ENGINEER, shall be limited to ENGINEER's available insurance limits provided as required by this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract or warranty. The parties acknowledge sufficient consideration has been given for this limitation.

- E. INDEMNIFICATION BY ENGINEER.** Subject to the limitation of liability provision above, the ENGINEER agrees to indemnify and hold the City harmless from any loss, damage, or cost to the extent caused by the negligent acts, errors or omissions of the ENGINEER or its subconsultants.
- F. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, the ENGINEER and the City waive any and all claims against each other and their employees, consultants and subconsultants whether based on contract, indemnity, warranty, tort, strict liability or otherwise, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, profits, business, reputation or financing, and principal office overhead and expenses, in any way pertaining to or arising out of this Agreement or the Project.
- G. NO CONSTRUCTION PHASE SERVICES.** If the ENGINEER is not authorized to perform Services during the construction phase, if any, of the Project, the City is responsible for all services including, without limitation, observation of the construction Work (“Work”) and interpretation of the Contract Documents.
- H. CONSTRUCTION PHASE SERVICES.**
1. If the Services include construction phase Services, the Parties agree the ENGINEER shall not be responsible for:
 - a. any change in the responsibilities and liabilities of the ENGINEER based upon the terms of the General Conditions or other provisions in the agreement between the City and the construction contractor, unless this Agreement is amended in writing to reflect that change;
 - b. the contractor's construction means, methods, techniques, sequences, procedures, safety precautions, and any programs incidental thereto, which shall remain the sole responsibility of the contractor;
 - c. the contractor's failure to perform the Work in accordance with the Contract Documents;
 - d. acts or omissions of the contractor, its subcontractors or suppliers, or any other persons performing any of the Work.
 2. Observation of the Work of any contractor is for the purpose of becoming generally familiar with the progress and quality of the Work and to determine, in general, if the Work, when completed, will comply with the applicable Contract Documents. The ENGINEER will not be required to make exhaustive or

continuous on-site observations. Based on the observations, the ENGINEER will endeavor to report to the City any detected deviations from the Contract Documents.

3. The ENGINEER will not have the authority to stop the Work of a contractor.
4. If the ENGINEER is authorized to interpret and decide matters concerning the performance of any contractor or the requirements of the applicable Contract Documents, it shall not show partiality to the City or contractor and shall not be liable to either for interpretations and decisions rendered in good faith.
5. The ENGINEER's approval of an application for payment submitted by a contractor shall mean that, to the best of the ENGINEER's knowledge and information, the Work has progressed to the point represented by the contractor, and it appears to comply with applicable Contract Documents. The ENGINEER will not be required to perform a detailed audit of the application or determine how or for what purpose the contractor has used monies previously paid by the City.
6. The ENGINEER will review any contractor submittals within a reasonable time, but only for the purpose of checking for conformance with the design concept expressed in the applicable Contract Documents. The ENGINEER shall not be responsible for approving or determining the accuracy or completeness of items that are the contractor's responsibility, such as dimensions, quantities, means, methods, techniques, sequences, safety precautions, and installation or performance of equipment or systems. Approval of an item shall not indicate approval of an assembly of which the item is a component. Any deviation from the Contract Documents contained in the submittal must be brought to the attention of the ENGINEER in writing by the contractor and approved by the City in a Change Order to the construction contract.
7. When the ENGINEER includes a performance specification in its Instruments of Service, or a contractor has a design-build obligation with respect to a portion of the Project, the ENGINEER will be entitled to rely upon the services, certifications, and approvals performed or provided by design professionals employed by the contractor.

- I. **DELIVERY OF SERVICES.** Except as provided herein, the Services shall be carried to completion without undue interruption. Subject to acquisition of essential data from

the City, the Services shall be scheduled with subsequent authorizations and commissions from other clients of the ENGINEER.

- J. DELAY.** The ENGINEER shall not be responsible for a delay in the Project or performance of the Services when the delay is caused by the City, its employees, consultants or contractors, or other circumstance beyond the reasonable control of ENGINEER including, without limitation, abnormal weather condition, flood, earthquake, fire, epidemic, war, riot, civil disturbance, terrorism, strike, lockout, work slowdown, and other labor disturbance, judicial restraint, and inability to procure permits, licenses, or authorization from any local, state, or federal agency.
- K. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its principles of conflicts of laws.
- L. OPINIONS OF PROBABLE COSTS AND SCHEDULE.** Opinions of the probable costs and schedule prepared by the ENGINEER) are based on the ENGINEER's experience, qualifications, and judgment as a professional. Since the ENGINEER has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, the ENGINEER cannot and does not guarantee that the actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from the estimates and projections prepared by the ENGINEER. If the City desires more accurate estimates or projections, it should retain the services of a construction estimator and/or scheduler.
- M. STANDARD OF CARE.** ENGINEER shall perform its Services in accordance with the standard of care and skill ordinarily exercised under the same or similar circumstances by members of the profession of the ENGINEER. No warranty, expressed or implied, is included in this Agreement or in the Instruments of Service produced by ENGINEER.
- N. COMPLIANCE WITH LAWS.** The ENGINEER agrees to comply with applicable federal, state, local laws, regulatory requirements, and codes. The ENGINEER shall procure the professional licenses necessary to allow ENGINEER to perform the Services.

- O. ACCRUAL OF CAUSES OF ACTION.** Causes of action between the Parties shall accrue and applicable statutes of limitation shall commence to run on the earliest of the date the Services are substantially complete under this Agreement the date as provided by law.
- P. DOCUMENTS PREPARED BY OTHERS.** The ENGINEER shall not be responsible for any plans, specifications, estimates, reports, surveys, tests, or other documents or instruments, or any part thereof, prepared by the City's consultants.
- Q. RECOMMENDATIONS OF THE ENGINEER.** If the City requires that any assembly, system, product, item of material, or design be included in the Project without (or against) the ENGINEER's recommendation, the ENGINEER shall have no responsibility for such decision by the City or for the performance of such those items, nor shall the ENGINEER be required to issue any opinion or certificate with respect to such items.
- R. HAZARDOUS MATERIALS.** The ENGINEER is not providing any service related to asbestos or hazardous or toxic materials. In the event ENGINEER or any other party encounters asbestos or hazardous or toxic materials at the Project, or should it become known in any way that such materials may be present at the Project or any adjacent areas that may affect the performance of the Services, the ENGINEER may, at its option and without liability for any damages, suspend performance of its Services until the City retains the appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and verifies that the Project is in full compliance with applicable laws and regulations.
- S. SERVICES IN PROGRESS.** Any Service performed by the ENGINEER shall not be deemed complete, nor may it be relied upon as complete, until final completion of the Project. Prior to that time, any information or Instruments of Service generated by the ENGINEER shall be considered as preliminary work in progress and subject to revision. The ENGINEER) cannot guarantee the suitability of this information for anyone's purposes and shall have no liability or responsibility whatsoever for the use of such incomplete and preliminary information by the City or others.
- T. BETTERMENT/ADDED VALUE.** If the ENGINEER negligently omits a required item or component of the Project from the construction documents, the City will be responsible for the amount it would have paid if the item had been included in the original design. In addition, the ENGINEER will not be responsible for any upgrade or enhancement of an item or component.
- U. NOT A MUNICIPAL ADVISOR.** ENGINEER will not be acting as a fiduciary of the City and will not be serving as a "municipal advisor" to the City within the meaning of the Dodd–

Frank Wall Street Reform and Consumer Protection Act and the rules and regulations of the United States Securities and Exchange Commission.

- V. NOTICES AND COMMUNICATIONS.** All notices and communications required by this Agreement shall be made in writing and delivered in person by overnight courier, or sent by certified or registered mail, return receipt requested, postage prepaid, to the respective Party at the following address:

City:

City of Liberty

101 E Kansas Street, Liberty, MO 64068

Attention: _____

ENGINEER:

George Butler Associates, Inc.

9801 Renner Boulevard

Lenexa, KS 66219-9745

Attention: Gary Beck, Principal

SECTION 8 – DISPUTE RESOLUTION

- A. DIRECT DISCUSSIONS.** The parties shall attempt to amicably resolve all disputes through direct discussion and negotiation between the designated representatives of each party. If that is unsuccessful, the dispute shall be submitted to the President, Chief Operating Officer, or equivalent position of the ENGINEER and the City) for discussion as a condition precedent to litigation.
- B. NON-BINDING MEDIATION.** If direct negotiation required by the preceding paragraph is not successful, the parties will submit any claim or dispute arising out of or related to this Agreement or the Project to non-binding mediation before a third-party mediator as a condition precedent to litigation. Unless the parties mutually agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the

American Arbitration Association currently in effect. Each Party shall pay their own legal fees associated with the mediation, but shall equally share the mediator's fees. It is agreed that all contractors, design professionals, subcontractors, and consultants who are involved in, and potentially liable for any claim being asserted, may participate in the mediation.

SECTION 9 – OTHER PROVISIONS

- A. FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that a facsimile or electronic (PDF) copy of a signature to this Agreement shall be deemed to have the same force and effect as an original signature.
- B. WAIVER.** A waiver by either the City or the ENGINEER of any breach of this Agreement shall not affect the waiving Party's rights with respect to any other or further breach.
- C. SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.
- D. INTEGRATION.** This Agreement and documents made a part hereof by reference represent the entire Agreement between the City and the ENGINEER This supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. If the City issues a purchase order or work order to the ENGINEER at any time, no preprinted terms thereon shall become part of this Agreement. Any purchase order or work order, whether or not signed by the ENGINEER will be for the sole purpose of facilitating the City's operations.
- E. HEADINGS.** The headings of the sections and subparagraphs of this Agreement are inserted for the convenience of the Parties and are neither to be taken to by any part of the provisions hereof nor to control nor affect their meaning, construction, or effect.

- F. ASSIGNMENT.** Neither Party shall assign this Agreement or any rights or duties under the same without the prior written consent of the other Party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent the ENGINEER from employing independent consultants, associates, and subcontractors to assist in the performance of the Services or from assigning any receivables to a third party.
- G. THIRD PARTIES.** Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than the City) and the ENGINEER

IN WITNESS WHEREOF, City of Liberty and George Butler Associates, Inc., by their authorized representatives, have hereunto subscribed their names this, _____, 2025. Executed in duplicate with copies to the City and ENGINEER.

City

ENGINEER

City of Liberty

George Butler Associates, Inc.



Mayor Greg Canuteson

Gary Beck, Principal

ATTEST: City

Name

Title

EXIHBIT A

This proposal is further defined in the following Scope of Services.

SCOPE OF SERVICES

GBA will provide the following Basic Services:

A. Civil and Structural Engineering

1. Meetings and Administration

GBA will attend one design phase meetings with the City to coordinate the design of the project. A total of three hours with two people are assumed for this task including preparation and travel time.

Fee \$1500

2. Construction Plans

GBA will prepare construction plans for the design of the proposed cast in place retaining wall as approximately shown on Exhibit A attached. The plan set is anticipated to include:

- a. Title sheet
- b. General Layout
- c. Structural wall details which are anticipated to include two detail sections
- d. Grading plans and dimensions plans showing top and bottom of wall and wall locations.
- e. Erosion Control Plans

Fee \$7,500

B. Surveying and Geotechnical Services

1. Topographic Survey

It is our understanding that the Client prefers GBA to utilize existing plan grades versus providing a new topographic survey. Client understands that there may be additional risk associated with not doing a site survey prior to construction and acknowledges that field adjustments may be required during construction to address any discrepancies associated with as-built conditions. These changes may result in additional costs to the Client.

Fee \$Not Included

2. Geotechnical Services

It is our understanding that the Client is contracting directly with a geotechnical consultant for necessary geotechnical recommendations and construction period testing services. Client will provide GBA with the results of the geotechnical investigation which we have assumed will include the necessary recommendations for the wall design.

Fee \$Not Included

C. Construction Period Services

1. **Answer contractor RFI's**

GBA will respond to Contractor issued Request for Information (RFI) for GBA designed site features. Revised site drawings will be reissued as required to maintain a project record during construction. A total of four hours have been assumed for these responses.

Fee \$700

2. **Review submittals**

GBA will review shop drawings and product submittals for GBA designed site features and provide feedback to ensure conformity with plans, City requirements, and design intent. Submittals are anticipated to be reviewed and returned to Client within 10 business days from initial receipt of each submittal.

Fee \$500

ASSUMPTIONS

We have made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

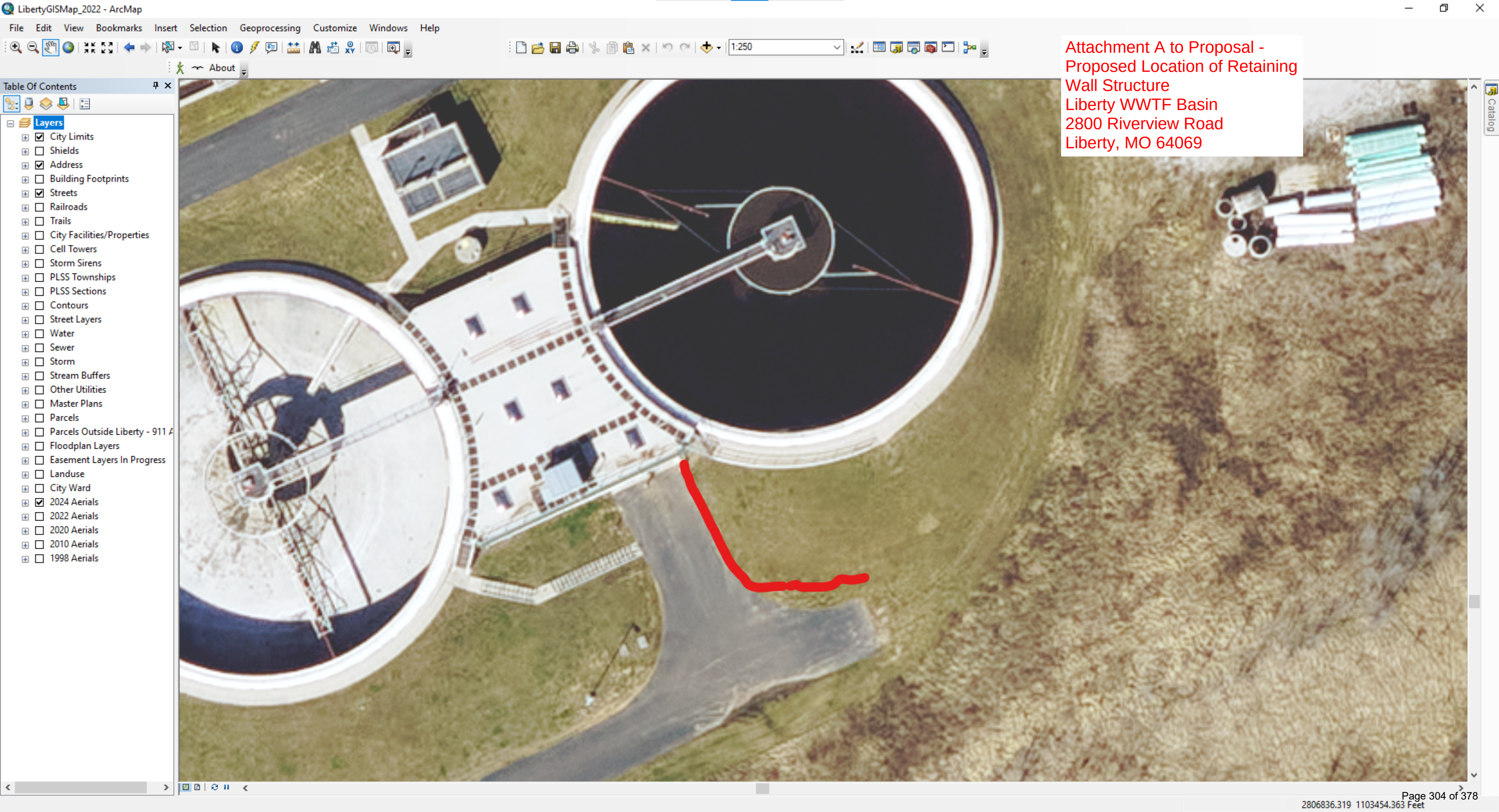
1. Construction Documents will be prepared and submitted as outlined in "Scope of Services". Any additional items other than as described above will be considered additional services and will require additional fees to be negotiated prior to the preparation of said additional work.
2. Client will provide GBA the right of complete access to the site and current management personnel during normal working hours for the purpose of inspecting existing site for design purposes.
3. Filing fees, recording fees, land title record fees, submittal fees, and other expenses as required to execute the scope of services shall be paid by the Client either directly, or as an addition to this contract.
4. All specifications will be incorporated by reference on the construction drawings. Any other specifications required for the project not covered under City specifications shall be included on the plan set. No separate specification manual shall be required.
5. The proposal is based on **Attachment A**.
6. The Client or contractor representative shall be responsible for acquiring any permits once plans are approved. GBA understands that the permitting for this project will be handled solely by Liberty Utilities and no other permitting agencies will be involved.
7. Plans will be prepared for construction to occur in a single phase for each part of the plan sets indicated above. Separate mass grading, land disturbance, utility packages, or other phases, will be considered additional services. Redesign for budget considerations or other requests will be considered additional services.
8. Additional Meetings, Studies, Exhibits, Renderings, or other tasks requested by the Client will be considered additional services.
9. Platting Services and or Boundary Surveys are not included at this time. Should the City and or Client require or request the property to be re-platted, GBA will prepare a supplemental fee for this work.
10. GBA has not included any fees for as-built drawings at this time.

FEE AND BASIS OF PAYMENT:

A	Civil and Structural Engineering	\$9,000.00
B	Survey and Geotechnical	\$Not Included
C	Construction Period Services	\$1,200.00
	Grand Total	\$10,200.00*

*Plus expenses

The services described in this letter, and the Consultant's compensation for said services have been proposed in anticipation of the orderly and continuous progress of the project through completion of construction. If delays occur due to reasons beyond the control of the Consultant, the time of performance of the Consultant shall be adjusted properly.



Attachment A to Proposal -
Proposed Location of Retaining
Wall Structure
Liberty WWTF Basin
2800 Riverview Road
Liberty, MO 64069

EXHIBIT B
GEORGE BUTLER ASSOCIATES, INC
ENGINEERS/ ARCHITECTS / SURVEY
STANDARD HOURLY RATES – EFFECTIVE JANUARY 25, 2025

Employment Classification	Hourly Rate
Principal	\$298.00
Senior Associate	274.00
Director of AES	274.00
Associate	254.00
Senior Lead AES	254.00
Senior Specialist	254.00
BIM Manager	248.00
Senior BIM Specialist	188.00
Project Leader	224.00
Lead AES	224.00
Specialist	178.00
Client Manager (BD)	178.00
Senior AES	205.00
Senior Technician	172.00
Project AES	178.00
Project Technician	142.00
Design AES	160.00
Design Technician	130.00
Staff AES	142.00
Staff Technician	114.00
Senior Construction Inspector	170.00
Construction Inspector 5	150.00
Construction Inspector 4	140.00
Construction Inspector 3	130.00
Construction Inspector 2	120.00
Construction Inspector 1	110.00
Field Engineer 3	172.00
Field Engineer 2	165.00
Field Engineer 1	150.00
Senior Field Technician	158.00
Field Technician 4	142.00
Field Technician 3	124.00
Field Technician 2	110.00
Field Technician 1	98.00
Senior Survey Specialist	282.00
Senior Professional Land Surveyor	174.00
Land Survey Ops Specialist	175.00
Land Survey Field Specialist	152.00

Client Management Coordinator	178.00
Project Administrator	120.00
Senior Administrative Assistant	120.00
Administrative Assistant	110.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Real Time Kinematic Global Positioning System Equipment (RTK)	60.00 per hour
Nuclear Density/Soil Testing Equipment	50.00 per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown (effective January 1, 2025):

Company Pick-up Truck	0.70 per mile
Personal and Company Cars	0.70 per mile



**CITY COUNCIL
ACTION REPORT**

Meeting Date: September 22, 2025

A/R No.: 2025-312

Department: Utilities

Submitted By: Andy Noll, Director Utilities

Subject: Ordinance approving a professional engineering services contract with Veenstra & Kim, Inc. for engineering services related to roadway sewer crossings in an amount not to exceed \$53,980.00

Summary:

Ordinance approving a professional services contract with Veenstra & Kim, Inc. for the design of sanitary sewer crossings under MO-291 Highway, Arsenal Road and Birmingham Road in an amount not to exceed \$53,980.00.

Background:

The professional services contract provides for the preliminary sizing and conceptual development of sanitary sewer extensions to serve undeveloped land adjacent to South Liberty Parkway. As part of an agreement to acquire property for the construction of the wastewater treatment facility, the City is required to build roadway crossings under MO-291, Arsenal Road and Birmingham Road. The owners of the adjacent property have expressed interest in developing the property. Therefore, preliminary and final design of the roadway crossings is needed.

The engineering services will establish sewer pipe size, alignment and establish estimated construction costs of the roadway crossings and sewer lines necessary to connect the roadway crossings to downstream sewer systems. Veenstra & Kim, Inc. is a trusted engineering firm with prior experience on Liberty utility projects and staff recommends approval of the ordinance authorizing the execution of the professional services contract in and amount not to exceed \$53,980.00.

Previous Action (if applicable):

Sewer Plant and Loop Road Agreement - 2015

First Amendment to Sewer Plant and Loop Road Agreement - 2016

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 593-70017-901-000000	Amount: \$53,980.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:

Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance approving a professional services contract with Veenstra & Kim, Inc.
2. ESC_South Liberty Parkway Sewers_V&K signed

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES
CONTRACT WITH VEENSTRA & KIM, INC. FOR ENGINEERING SERVICES
RELATED TO ROADWAY SEWER CROSSINGS IN AN AMOUNT NOT TO EXCEED
\$53,980.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract for services professional engineering services by and between the City of Liberty, Clay County, Missouri and Veenstra & Kim, Inc., 9788 N. Ash Avenue, Kansas City, MO, 64157 in an amount not to exceed FIFTY-THREE THOUSAND NINE HUNDRED EIGHTY DOLLARS and 00/100 \$53,980.00) 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 1 of this ordinance.

SECTION III

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

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
LIBERTY, MISSOURI

THIS IS AN AGREEMENT made as of _____, 20____

between Mayor, City Council, and the Citizens of the City of Liberty, Missouri, a municipal corporation (OWNER) and Veenstra & Kimm, Inc., A Kleinfelder Company (ENGINEER) for the South Liberty Parkway Sanitary Sewer Extensions – Conceptual Analysis, Project Number _____.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the first phase of the Basic Services described in Section 2 below and as further set forth in Exhibit A, "Scope of Services and Related Matters" ("Exhibit A") listed in Section 9 below. This Agreement will become effective on the date first above written.

Notwithstanding the foregoing, this Agreement shall not become effective, nor shall ENGINEER proceed with the performance of any services hereunder until the City Council of OWNER has duly approved this Agreement by Ordinance adopted as provided by law.

ENGINEER represents and warrants that ENGINEER is registered as a professional engineer and authorized to otherwise do business in accordance with the laws of the State of Missouri.

SECTION 1 GENERAL

1.1. Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as herein-after provided. ENGINEER shall serve as OWNER's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Consultants as OWNER approves in advance in writing to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties,

express or implied under this Agreement or otherwise, in connection with ENGINEER's services.

1.2. Coordination with Other Documents.

Not used.

1.3. Definitions.

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.3.1. Additional Services. Additional Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 3 of this Agreement.

1.3.2. Agreement. Agreement means this Contract for Professional Engineering Services between OWNER and ENGINEER including those exhibits listed in Section 9 of this Agreement.

1.3.3. Basic Services. Basic Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.3.4. Construction Cost. Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 4 of this Agreement.
Construction Cost is one of the items comprising Total Project Costs.

1.3.5. Contractor. Contractor means the person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

1.3.6. ENGINEER's Consultant. ENGINEER's Consultant means a person or entity having a contract with ENGINEER to perform or furnish Basic or Additional Services as ENGINEER's independent professional associate or consultant engaged directly on the Project.

1.3.7. Defective. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or

- b. does not meet the requirements of any applicable review or reference standard.

1.3.8. Total Project Costs. Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges for all other professional and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties and for other services to be provided by others to the OWNER.

SECTION 2 BASIC SERVICES OF ENGINEER

Upon execution of this Agreement by OWNER, the ENGINEER shall perform for OWNER professional engineering services in all phases of the Project as provided in Exhibit A. Those services set forth in Exhibit A will comprise the "Scope of Services".

Except as otherwise provided herein, the ENGINEER shall not furnish any services with respect to the removal, encapsulation or containment of any hazardous waste or asbestos. Should any such material be encountered during the course of design or construction, work on that part of the project shall be suspended pending arrangements by the OWNER for such removal, encapsulation, or containment.

SECTION 3 ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types described in the appropriate section of Exhibit A. These services are not included as part of Basic Services, except to the extent otherwise provided in Exhibit A. These services will be paid for by OWNER as indicated in Section 6.

SECTION 4 OWNER'S RESPONSIBILITIES

Except as otherwise provided in Exhibit A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

4.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all available design and construction standards which OWNER will require to

be included in the Drawings and Specifications.

4.3 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

4.3.1 ENGINEER may not rely upon or make any claim against OWNER with respect to the following:

4.3.1.1 The completeness of such reports and drawings for ENGINEER'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures to be employed by ENGINEER and safety programs incident thereto, or

4.3.1.2 Data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.3.1.3 Any ENGINEER interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.4. Arrange for access to and make all provisions for ENGINEER to enter upon public property as required for ENGINEER to perform services under this Agreement.

4.5. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

4.6. Provide, as may be required for the Project:

4.6.1 accounting, bond and financial advisory, and insurance counseling services;

4.6.2. such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

4.6.3. such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

4.7. Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

4.7.1. that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work.

ENGINEER does not undertake in this Agreement to perform the services referred to in 4.7.1. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

4.8. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

4.9. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections.

4.10. Give prompt notice in writing or by electronic means that are permanently preserved to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services.

4.11. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

4.12. Provide Engineer with a fully executed City Ordinance awarding the Contract to the Engineer.

SECTION 5 TIMES FOR RENDERING SERVICES

5.1. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of construction contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.1.1 ENGINEER and OWNER shall make every effort possible to comply with the following schedule of Project milestones:

Notice-to-Proceed	Upon Approval
Bid Ready Plans and Specifications to OWNER	TBD

5.2. If in this Agreement specific periods of time for rendering services are set forth or

specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

5.3. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER:

5.3.1. for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised; or

5.3.2. for more than one year through no fault of ENGINEER, or if ENGINEER for any reason is required to render Construction Phase services more than one year after Substantial Completion is achieved, the rates and amounts of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment to reflect, among other things, changes in the various elements that comprise such rates of compensation.

5.4. In the event that the work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in Exhibit A whether or not the work under such contracts is to proceed concurrently.

SECTION 6 PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

6.1 Methods of Payment for Services and Expenses of ENGINEER.

6.1.1. For Basic Services. OWNER shall pay ENGINEER \$ 53,980 for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit A.

6.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services performed or furnished under Section 3 on the basis set forth in Exhibit A.

6.2 Other Provisions Concerning Payments.

6.2.1. Preparation of Invoices. Invoices for Basic and Additional Services will be

prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in Exhibit A. Invoices are due and payable on receipt.

6.2.2. Unpaid Invoices. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested together with such sums as may be necessary to correct defective work and pay liquidated damages (if applicable) may be withheld from payment, and the undisputed portion will be paid.

6.2.3. Payments Upon Termination.

6.2.3.1. Termination by OWNER for Cause. In the event of termination by OWNER for cause under paragraph 8.1.1:

6.2.3.1.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.1.2. During any phase of the Basic Services, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER during that phase through the date of termination on the basis specified in Exhibit A. ENGINEER also will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.2. Termination by OWNER for Convenience. In the event of termination by OWNER under paragraph 8.1.2:

6.2.3.2.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.2. During any phase of Basic Services, ENGINEER also will be paid for such services performed or furnished by ENGINEER during that phase through the date of termination on the basis specified in Exhibit A. In addition, ENGINEER will be paid for

the charges of ENGINEER's Consultants employed to perform or furnish Basic Services through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and for termination expenses under sub-paragraph 6.2.3.2.3 below.

6.2.3.2.3. In the event of termination by OWNER for convenience during or at completion of any phase of Basic Services, OWNER shall pay ENGINEER's reasonable expenses directly attributable to termination in accordance with rates applicable to the various categories of Additional Services measured from the date of termination. Notwithstanding any other provision of this agreement, under no circumstances shall ENGINEER be paid on the basis of anticipated profits in the event of termination for any reason, including but not limited to termination for default which was later determined to be unjustified.

6.2.3.3. Termination By ENGINEER for Cause. In the event of termination by ENGINEER for cause under paragraph 8.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 6.2.3.2.

6.2.4. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

SECTION 7 OPINIONS OF COST

7.1. Opinions of Probable Construction Cost. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

7.2. Opinions of Total Project Costs. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs provided for in Section 2.

SECTION 8 GENERAL CONSIDERATIONS

8.1. Termination. The obligation to provide further services under this Agreement may be terminated:

8.1.1. For cause,

8.1.1.1. by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

8.1.1.2. by ENGINEER:

8.1.1.2.1. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or

8.1.1.2.2. upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

8.1.1.2.3 In the case of termination under this paragraph 8.1.1.2, ENGINEER shall have no liability to OWNER on account of such termination.

8.1.2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

8.2. Reuse of Documents. All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER'S consultants) pursuant to this Agreement are and shall remain the property of the OWNER, whether the project for which they are prepared are executed or not. The ENGINEER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the project. The Drawings and Specifications may be used by the OWNER only for completion of this project, or if the ENGINEER is adjudged to be in default under this Agreement, for completion of this project by others without further compensation of the ENGINEER.

8.3. Insurance.

8.3.1. ENGINEER shall procure and maintain professional liability insurance to protect the ENGINEER against the negligent acts, errors or omissions of the ENGINEER and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement. The ENGINEER's insurance coverage shall not be for less than \$2,000,000, each claim and in the annual aggregate.

8.3.2. ENGINEER shall also procure and maintain the following insurance.

8.3.2.1 General Liability Insurance, with a combined single limit of \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

8.3.2.2. Automobile Liability Insurance, with a combined single limit of \$2,000,000 for each person and \$2,000,000 for each accident.

8.3.2.3. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.

8.4. Controlling Law. This Agreement is to be governed by the law of the State of Missouri.

8.5. Successors and Assigns.

8.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Unless expressly provided otherwise in this Agreement:

8.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

8.6. Allocation of Risks--Indemnification.

8.6.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

8.7. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered mail, return receipt requested or by a nationally recognized overnight courier service, provided, however, that in the case of OWNER, a copy of such notice must also be mailed by first class mail to GEORGE E. KAPKE, KAPKE & WILLERTH, L.L.C, 3304 NE Ralph Powell Road, Lee's Summit, Missouri 64064. All notices shall be effective on the date of receipt, if given personally, and on the third day following placing of such notice in the U.S. Mail or the delivery of such notice to a nationally recognized overnight courier service.

8.8. Survival. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

8.9. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.10. Attorney's Fees. Should any litigation be commenced between the parties hereto concerning the subject of this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

SECTION 9 EXHIBITS AND SPECIAL PROVISIONS

9.1. This Agreement is subject to the provisions of the following Exhibit which is attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Scope of Services and Related Matters", consisting of 2 pages.

9.2. This Agreement and the Exhibit identified above constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER

ENGINEER

City of Liberty

Veenstra & Kimm, Inc.,
A Kleinfelder Company

By: _____
Greg Canuteson, Mayor

By: Scott McDonald
Scott McDonald, PE – Regional Manager

[Corporate Seal]

Attest: _____
Deputy City Clerk

Attest: David L. McDonald

Address for giving notices
City Engineer
101 E. Kansas
Liberty, Missouri, 64068

Address for giving notices
Scott McDonald
9788 N. Ash Avenue
Kansas City, Missouri 64157

July 28, 2025

City of Liberty, Missouri
Attn: Kelson Kern, Utilities Construction Manager
2800 Riverview Road
Liberty, MO 64068

LIBERTY, MISSOURI
SOUTH LIBERTY PARKWAY SANITARY SEWER EXTENSIONS - CONCEPTUAL ANALYSIS
SCOPE OF SERVICES - EXHIBIT A

This letter is to provide a description of the scope of services and fee for the above referenced project. The project includes the Preliminary sizing and conceptual plan development services associated with four sanitary sewer extensions to provide sanitary sewer services to undeveloped land adjacent to South Liberty Parkway. A general description of each of the locations are as follows.

Location 1: Near the property at 2306 Liberty Landing Road. This project will extend sanitary sewer from the existing trunk line which runs parallel to Town Branch on the west bank under Missouri Highway 291 and Southview Trail to serve undeveloped properties west of Missouri Highway 291.

Location 2: Along Arsenal Drive, south on Old Birmingham Road and extending west to an existing sanitary sewer line along the south property line of the Liberty Wastewater Treatment Facility.

Location 3: South Liberty Parkway Bore located approximately 900' Northwest of the intersection of South Liberty Parkway and Arsenal Drive.

Location 4: Crossing of Birmingham Road to extend Sanitary Sewer to the east side of Birmingham Road from the Tapp Farms Residential Development.

The general scope of services for the project are as follows:

1. Project Management and Coordination
 - a. General project management and coordination of the project with necessary stakeholders.
 - b. Progress meetings with City Staff.

2. Conceptual Design Phase

- a. Design Flow Calculations for determining dry weather and wet weather flows from undeveloped properties. Future land use maps will be provided by the City for use in determining design flows pipe diameter. (Locations 1 and 2)
- b. Locations 3 and 4 will not require Design Flow Calculations and will use an 8" pipe diameter.
- c. Prepare conceptual alignment options for review and consideration by City staff. Two alignment alternatives will be prepared for both locations 1 and 2. Locations 3 and 4 will have one alignment prepared.
- d. Preparation of a conceptual opinion of probable construction costs for each of the four locations.
- e. Preparation of a design basis report identifying assumptions and documenting design flow calculations for locations 1 and 2.
- f. Review meeting with City Staff to discuss design flow analysis and alignment alternatives.

Veenstra & Kimm, Inc. proposes completing the above services for the South Liberty Parkway Sanitary Sewer Extensions – Conceptual Phase for a lump sum amount of Fifty Three Thousand Nine Hundred Eighty Dollars (\$53,980).

Services not included in the above scope and fee which are available upon request include:

1. Surveying Services for each of the four locations.
2. Title Work, Descriptions and Exhibits for Temporary and/or Permanent Easements.
3. Services associated with Easement Acquisition and appraisals.
4. Geotechnical Services and associated Traffic Control.
5. Services associated with historical/archeological investigations.
6. Design Phase Services.
7. Construction Phase Services.

Veenstra & Kimm, Inc. shall complete the work outlined within a schedule mutually agreed to by the City of Liberty and V&K.

Veenstra & Kimm, Inc. appreciates this opportunity to submit the above scope of services and fee proposal for the South Liberty Parkway Sanitary Sewer Extension – Conceptual Phase and looks forward to working with the City of Liberty.

VEENSTRA & KIMM, INC.



Scott M. McDonald, PE, ENV SP
Regional Manager



**CITY COUNCIL
ACTION REPORT**

Meeting Date: September 22, 2025

A/R No.: 2025-313

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Ordinance approving a contract with Blue Valley Public Safety for the purchase and installation of a new storm siren digital encoder to be installed in dispatch at the Co-Located Emergency Communication Center Gladstone in an amount not to exceed \$7,132.00

Summary:

The current method of activating the storm sirens from dispatch is no longer a reliable system and needs to be upgraded. The analog unit does not "talk" to the current sirens properly and could cause issues activating the sirens in the event of an actual storm.

Background:

The storm sirens can currently be activated from three different locations, Fire Station 1 (through a digital encoder), Fire Station 2 and dispatch at the Co-Located Emergency Communication Center in Gladstone (through an analogue switching system.) This upgraded digital decoder will be used to activate, test and monitor the storm sirens from dispatch. This system will also give us the ability to add the commander module. This will allow us to monitor, test and activate the storm sirens from our mobile devices in the field. This is a cloud-based system that will be purchased at a later date. Blue Valley Public Safety is the sole provider of this equipment in this area and has been a trusted partner for several years.

Staff recommend the purchase of the new digital decoder from Blue Valley Public Safety to be installed at dispatch at the Co-Located Emergency Communication Center in Gladstone in an amount not to exceed \$7,132.00.

Previous Action (if applicable):

NA

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:

Non-Budgeted	Line Item: 100-57014-300-000000	Amount: \$7,132.00
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance approving a contract with Blue Valley Public Safety
2. Liberty, MO SS2000+R 07-02-25_BN
3. SYS2015 SS2000+ Series C_0
4. Signed Contract

DOCUMENT NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH BLUE VALLEY PUBLIC SAFETY FOR THE PURCHASE AND INSTALLATION OF A NEW STORM SIREN DIGITAL ENCODER TO BE INSTALLED IN DISPATCH AT THE CO-LOCATED EMERGENCY COMMUNICATION CENTER IN GLADSTONE IN AN AMOUNT NOT TO EXCEED \$7,132.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract for the purchase and installation of a new storm siren digital encoder by and between the City of Liberty, Missouri and Blue Valley Public Safety in an amount not to exceed SEVEN THOUSAND ONE HUNDRED THIRTY-TWO AND 00/100 DOLLARS (\$7,132.00), 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 signed 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.

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



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

Contact Name: Fire Chief Chris Young
Customer: City of Liberty, MO
Address: 200 W Mississippi St
City: Liberty
State: MO
Zip: 64068
Phone: 816-439-4312
Cell: *
Fax: *
Email: cyoung@libertymo.gov
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: BVPS 703250921 Please reference quote no. on your order Date Quoted: 7/3/25

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
Activation Equipment					
1	1	SS2000+R	DIGITAL DTMF CONTROLLER, RACK MOUNT	\$ 4,168.00	\$ 4,168.00
				Total Equipment	\$ 4,168.00
Shipping					
2	1	ES-FREIGHT - MARC	Shipping Fees (Included)		\$ -
Services					
3	1	TK-I-ENCODER	Encoder Install SS2000/SE3000	\$ 1,969.00	\$ 1,969.00
4	1	BV-PM	Project management to coordinate with Radio Shop for contact closures to tie into the radio	\$ 995.00	\$ 995.00
				Total Services	\$ 2,964.00
				Total of Project	\$ 7,132.00

Terms/Conditions

Prices are firm for 30 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 30 days. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Site Restoration is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what landscaping, seeding or backfilling will be required to restore a site. It is recommended to keep sites within 15' of a paved surface so as to avoid damage to landscaping at the time of installation and for future service.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$1,500.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Purchasing Portals / Services / Systems: A service charge of \$150 will be applied if seller is required to interact with payment portals or other systems except email to obtain purchase orders, submit invoices or otherwise secure payment for the services above.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Bruce F
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Dee W
Title: Office Manager

Delivery: 12-16 weeks
Freight Terms: FOB University Park
Terms:
Equipment, Net 30 Days upon receipt
Services, Net 30 Days as completed,
billed monthly. Net 30 will not be held
for installations.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@bvpsonline.com

X:\Sales\Quotes\2025 Quotes\Liberty, MO SS2000+R 07-02-25 BN



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

Contact Name: Fire Chief Chris Young
Customer: City of Liberty, MO
Address: 200 W Mississippi St
City: Liberty
State: MO
Zip: 64068
Phone: 816-439-4312
Cell: *
Fax: *
Email: cyoung@libertymo.gov
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: BVPS	
703250921	
Please reference quote	
no. on your order	
Date Quoted:	7/3/25

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____
Signature: _____
Title: _____

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@bvpsonline.com

X:\Sales\Quotes\2025 Quotes\Liberty, MO SS2000+R 07-02-25 BN



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

Quotation No.: BVPS
703250921

TERMS

(1) AGREEMENT AND LIMITATIONS. The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods (the "goods") described on the other side hereof shall consist of the terms appearing hereon and on the other side hereof together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to, detract from, supplant or explain the sales contract, shall not be binding on Seller.

(2) TERMINATION OR MODIFICATION. The sales contract may be modified or terminated only upon Seller's written consent except that stenographic and clerical errors are subject to correction by Seller or upon Seller's written consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, in the absence of contrary written agreement signed by Seller, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the services to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing, any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

(3) PRICE AND PAYMENT. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order. Unless otherwise specified in the sales contract or Seller's applicable price list, prices are F.O.B. Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. If the sales contract is for more than one unit of goods, the goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event each such shipment shall be paid for separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Minimum billing per order is \$100.00. PAST DUE INTEREST: Amounts not paid when due shall be subject to past due interest at the rate of 18% per year or the highest rate permitted by the law, whichever is less.

(4) RISK OF LOSS. The risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

(6) DELIVERY. Promises of delivery from stock are subject to prior sales. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller's reasonable control.

(7) DEDUCTIONS AND RETURNS. Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

(8) INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

(9) LIMITED MANUFACTURER'S WARRANTY. Regarding Federal Signal products - The Electrical Products Division, Federal Signal Corporation (Federal) warrants all goods for five years on parts and 2-1/2 years on labor under the following conditions and exceptions: Federal warrants that all goods of Federal's manufacture will conform to any descriptions thereof for specifications which are expressly made a part of this sales contract and at the time of sale by Federal such goods shall be commercially free from defects in material and/or workmanship. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, or to goods altered or repaired by anyone other than Federal or its authorized representative or if five years have elapsed from the date of shipment of the goods by Federal with the following exceptions: lamps or strobe tubes are not covered under this warranty. Outdoor warning sirens and controllers manufactured by Federal Warning Systems are warranted for two years on parts and one year on labor. No agent, employee, representative or distributor of Federal has any authority to bind Federal to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation or warranty shall not be deemed to have become a part of the basics of the sales contract and shall be unenforceable. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. These warranties shall not apply unless Federal shall be given reasonable opportunity to investigate all claims for allegedly defective goods. Upon Federal's instruction a sample only of allegedly defective goods shall be returned to Federal for its inspection and approval. The basis of all claims for alleged defects in the goods not discoverable upon reasonable inspection thereof pursuant to paragraph 8 hereof must be fully explained in writing and received by Federal within thirty days after buyer learns of the defect or such claim shall be deemed waived.

(10) REMEDIES AND LIMITATIONS OF LIABILITY. In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller's option, a replacement shipment of goods or the purchase price theretofore paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be redelivered to Seller, transportation prepaid, in accordance with Seller's instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; wars; riot; delays in transportation; lack of or inability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller's reasonable control, whether similar or dissimilar to the foregoing.

(11) ASSIGNMENT AND DELEGATION. No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owed, or of the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller's obligations under paragraph 9, 10 and 11 hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

(12) SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@bvpsonline.com

X:\Sales\Quotes\2025 Quotes\Liberty, MO SS2000+R 07-02-25 BN



Blue Valley Public Safety, Inc.
PO Box 363 - 509 James Rollo Dr.
Grain Valley, MO 64029
Sales: 800-288-5120
Fax: 816-847-7513

(13) INSTALLATION. Installation shall be by Buyer unless otherwise specifically stated on the sales contract.

(14) GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be governed by the laws of the State of Missouri. Whenever a term defined by the Uniform Commercial Code as adopted in Missouri is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(15) ADDITIONAL TERMS. Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in this Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$800.00 per hour fee, plus equipment. Trenching is additional. Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Permit Clause: Any special permits, licenses or fees will be additional. FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513

dee@bvpsonline.com

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► SS2000+ Series C

Local Hardware Activation Point

The SS2000+ Series C web enabled controller is Federal Signal's most advanced stand-alone control unit. The SS2000+ typically interfaces to an analog or digital radio system to provide radio activation of sirens across a county, municipal, campus or industrial facility. The SS2000+ has 24 programmable activation button "hotkeys" secured with a keylock switch and 20 contact closure inputs for interfacing with remote control systems. The hotkeys can provide specific types of warnings or test activations to notify residents, employees or students. The 24 Hotkeys are now accessible from a variety of interfaces using a new web interface. The new web interface can provide improved redundancy allowing multiple SS2000+ units to be used as on-line back-ups. Advanced networking features enable the SS2000+ to be connected to Federal Signal's Commander® control and status monitoring software. In addition, the SS2000+ can now connect directly to Federal Signal's CommanderOne® cloud service for secure web access to hotkeys, messaging and automated activation from NOAA EAS events.

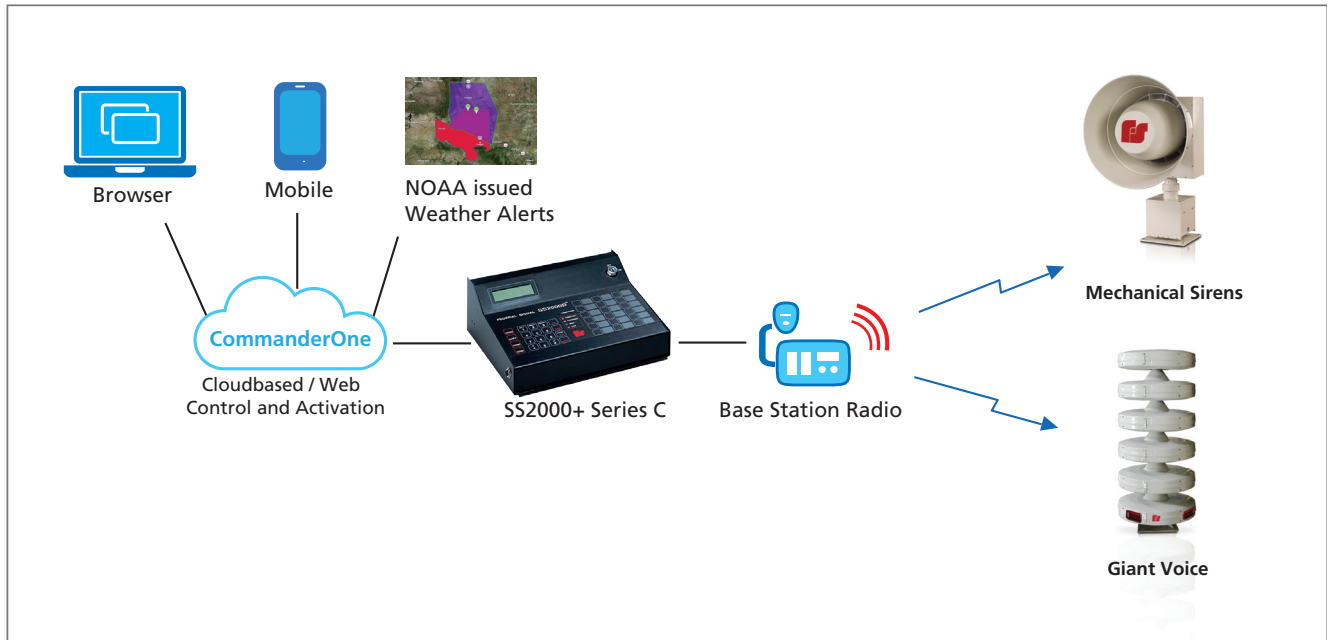
The SS2000+ can be used to as an encoder for one-way siren control. Previously using a SS2000+ allowed activation only from the front panel hotkeys, the physical interfaces or from a connected PC. The SS2000+ now provides siren activation from CommanderOne NOAA® EAS events/polygons, from a mobile app or from a web browser over the Internet.

FEATURES

- 24 command function hot keys with key-lock protection
- 20 remote activation inputs
- Dispatch console interface via URL
- Ethernet port for control over inter-company or intra-company LAN
- Interface to CommanderOne® web service for polygon and mobile activations
- MODBUS TCP Industrial Control Interface
- Microphone interface for Live PA
- Redundant source of command and control
- User Access Security with Digest Authentication
- Remote firmware update capability over LAN
- Computer Access Whitelist Feature
- SSL and AES data Encryption
- Compatible with radio two-tone EAS and DTMF, AFSK encoding
- Three Configurable Relay Outputs
- Streams WAV files from Commander® PC
- Built-in communication monitor speaker
- Radio level indicators simplify field adjustments
- Battery backed real time clock
- Back-lit LCD Display
- Desk and 19" rack mount versions available
- Offered in 120 and 240VAC, with EU or UK versions available

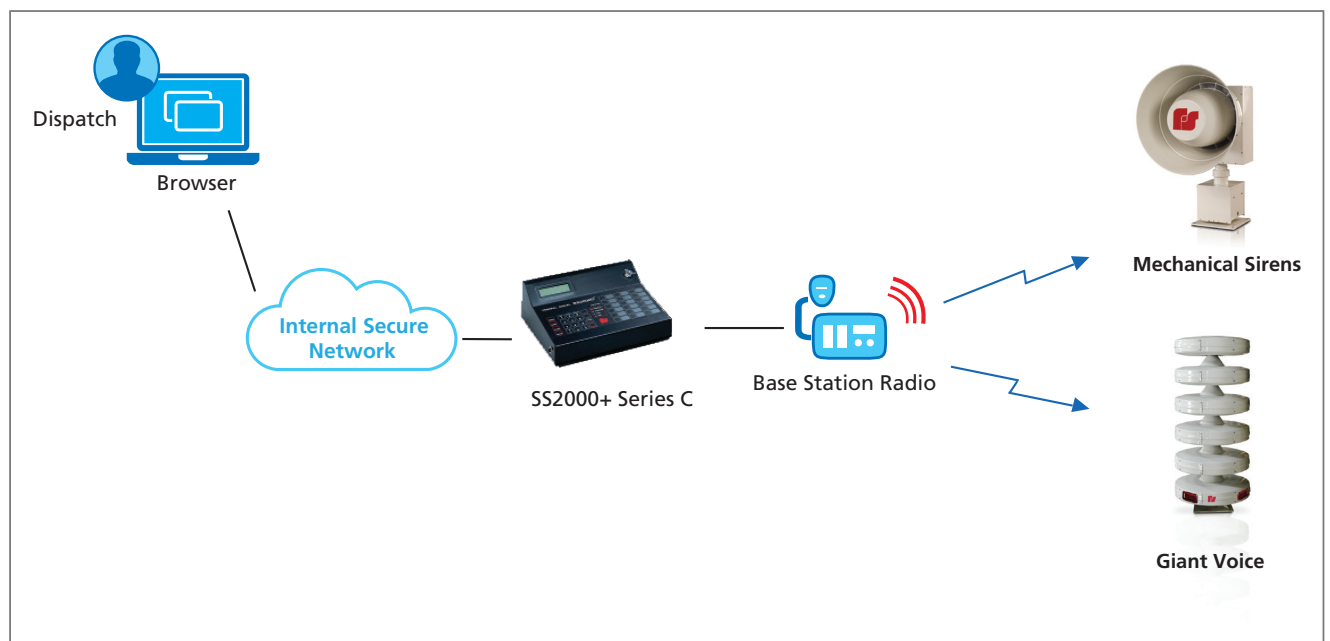
PC Freedom

Typical siren control systems rely on dedicated PC's or servers for activation. PC's can be difficult to maintain with updates and security concerns. Now you can have many of the features provided from a PC without the need to have a PC dedicated to activating your siren system. In addition, PC's can be a single point of failure within your siren control system. The SS2000+ can now interface to our CommanderOne control system and eliminate the need for a dedicated PC for siren control.



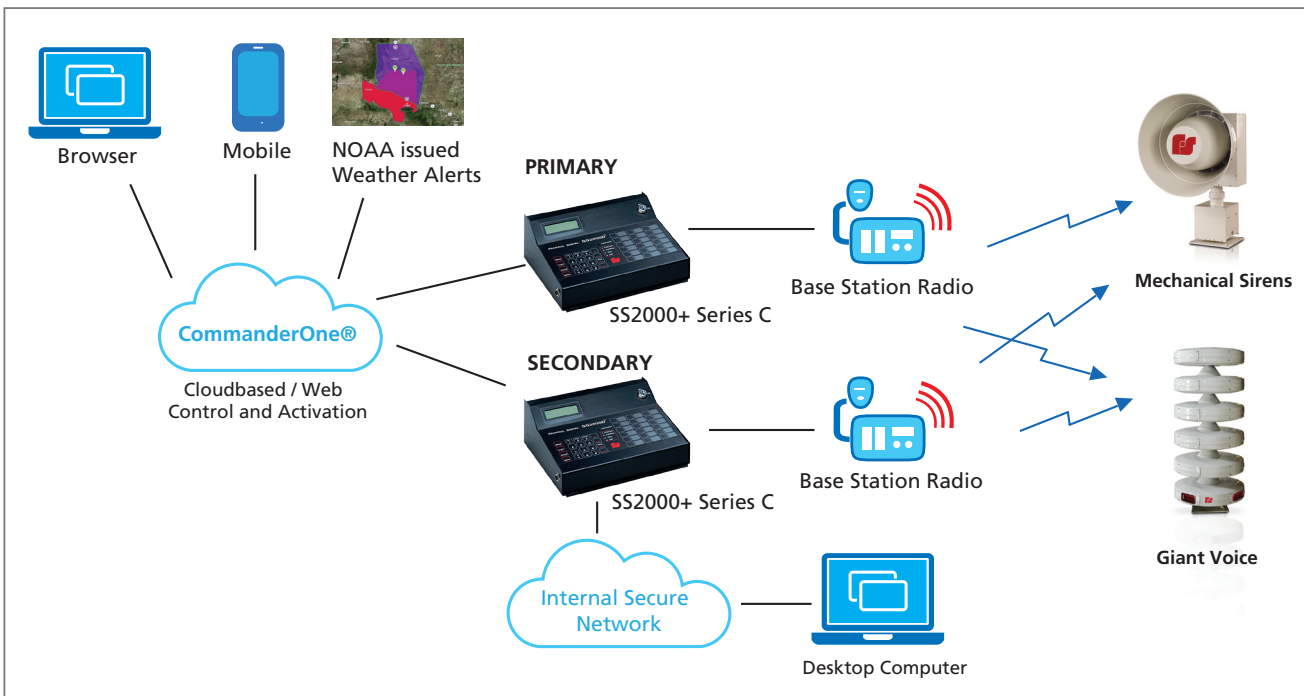
ACCESS VIA URL

Dispatch consoles can now access the SS2000+ from a new built-in web server that allows the SS2000+ to be controlled and configured over a LAN using standard web browsers. This interface can provide users within a secure company network to access the SS2000+ Hotkeys from standard web browsers (Chrome, Edge or Firefox) on the company local area network.



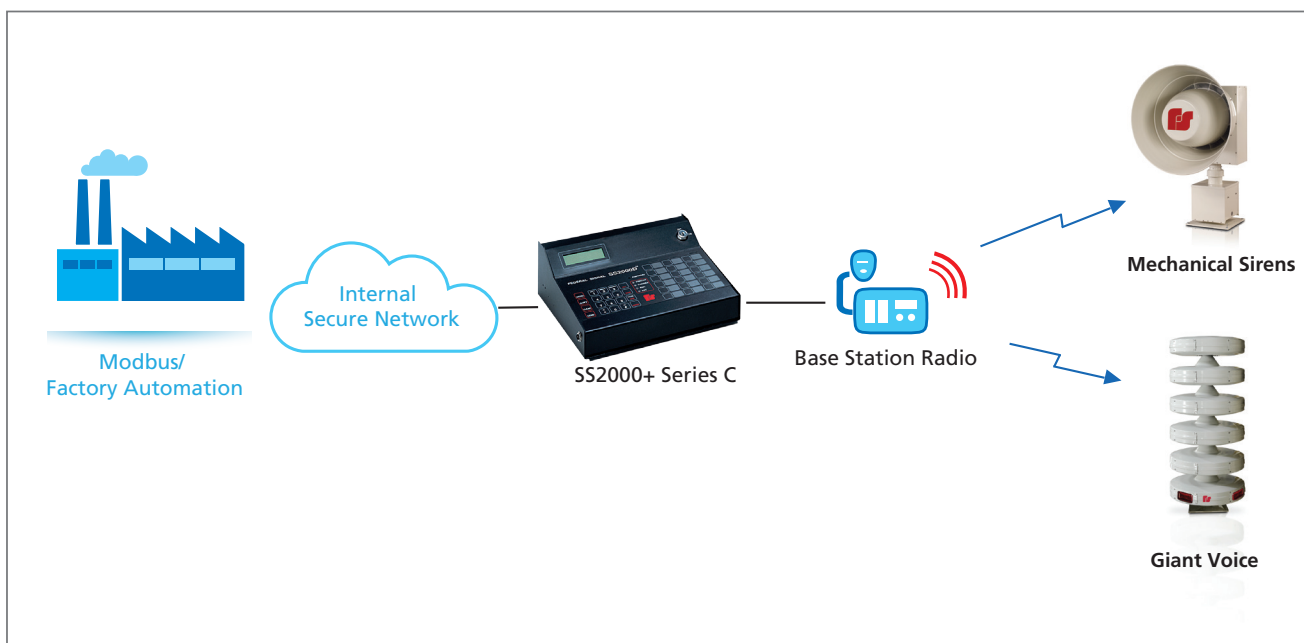
Web Enable Radio Controlled Sirens

The SS2000+ can be used to as an encoder for one-way siren control. Previously using a SS2000+ allowed activation only from the front panel hotkeys, the physical interfaces or from a connected PC. The SS2000+ now provides siren activation from CommanderOne NOAA EAS events / polygons, from a mobile app or from a web browser over the Internet.



MODBUS Control

The SS2000+ has a MODBUS interface to easily interface with Industrial Control Systems. MODBUS TCP is used to provide activations into an SS2000+ for specific warning announcements across an industrial plant. Users can activate the system using the SS2000+ or industrial control systems can activate the hotkeys.



S P E C I F I C A T I O N S

Operating Temperature:	32° F to 140°F	0° to 60°C
Line Input	120/240VAC* wall transformer power supply	
Power Supply Input Voltage:	12-30 VDC	(12 VDC minimum)
Input Current	300 mA	(Standby 700 mA max.)
Distortion	< 3.0%	
Ethernet	RJ-45 port, TCP/IP	
Microphone:		
Input Level	10mV - 150mV	p-p
Input Impedance	10k	Ohms
Input Jack	XLR Male	
Type	Dynamic	
Speaker:		
Power	1	watt
Impedance	8 Ohms	
Audio Interface:		
Audio Output	Balanced	600 Ohms
Audio Input	Balanced	600 Ohms
Decode Sensitivity	< 8-10 dBc S/N or 12 dBc SINAD	
Relay Outputs	2A at 30VDC / 0.5 at 120VAC	
Dimensions H x W x D:		
Desk Mount	3.59" x 11.59" x 9.53"	91.8 mm x 294.4 mm x 242.1 mm
3U Rack Mount	5.19" x 19" x 10.10"	131.8 mm x 482.6 mm x 256.5 mm
Shipping Weight: Desk Mount	6 lbs	3 kg
Shipping Weight: Rack Mount	8 lbs	4 kg

* The SS2000+ Power Supply can be ordered with a US 120VAC or UK/EU 240VAC Power Cables, see description models.

H O W T O O R D E R

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

Considerations for system configuration:

Description	Part Number
Desk mount Local Activation Point, US	SS2000+
Rack Mount Local Activation Point, US	SS2000+R
Desk Mount Local hardware activation point, EU	SS2000+EU
Desk Mount Local hardware activation point, UK	SS2000+UK
Noise Canceling Microphone	MNC-MNS ¹
CommanderOne Cloud Service	COMMANDER1LE

R E P L A C E M E N T P A R T S

Description	Part Number
SS2000+ Power Supply with US Cable	Q-SSPWR
UK 240VAC Power Cable ²	Q17501252A
EU 240VAC Power Cable ²	Q17501253A
SS2000+ Kenwood Radio Cable	Q17500863-01

¹ Noise canceling microphone model MNC-MNS replaces the microphone on early revision models of SS2000+. Model MNC-MNS is supervised for compatibility with UL2572.

² While there are no EU/UK rack mount models, the rack mount SS2000+R can be ordered with the appropriate replacement power cable, if needed.

Terms and Conditions of Purchase and Installation

This document outlines the terms and conditions between Blue Valley Public Safety, Inc. ("Seller") and the customer ("Buyer") for the purchase and installation of goods and services as described in the associated quotation.

1. Agreement and Limitations

- * This agreement consists of the terms outlined herein and in the quotation. Any additional or different terms proposed by the Buyer are rejected unless expressly agreed to in writing by the Seller.
- * This agreement is solely for the benefit of the Seller and Buyer and does not confer any rights to third parties.
- * Prior dealings, trade usage, or verbal agreements not documented in writing and signed by the Seller are not binding.

2. Termination or Modification

- * The agreement may only be modified or terminated with the Seller's written consent. Stenographic and clerical errors are subject to correction by the Seller.
- * If the Seller consents to termination, the Buyer will pay termination charges based on costs incurred up to the termination date, including material disposal and a reasonable profit.
- * The Buyer will accept and pay in full for goods substantially completed or services performed before termination.

3. Price and Payment

- * Prices are subject to change based on the Seller's prices at the time of shipment if the shipment date is more than 90 days from the order date.
- * Prices are F.O.B. the Seller's shipping point, and payment terms are net 30 days from the invoice date, unless otherwise specified.
- * The Seller may require advance payment or a payment guarantee based on the Buyer's financial condition.
- * Past due amounts are subject to interest at 18% per year or the highest rate permitted by law.

4. Risk of Loss

- * The risk of loss passes to the Buyer upon delivery to the carrier. The Buyer is responsible for any claims against the carrier for loss or damage.

5. Taxes

- * Prices do not include taxes. The Buyer is responsible for all applicable taxes unless a valid exemption certificate is provided.

6. Delivery

- * Delivery dates are estimates based on prompt receipt of all necessary information from the Buyer.
- * The Seller is not liable for delays beyond its reasonable control.

7. Deductions and Returns

- * Deductions are not honored without a credit memorandum.
- * Returns require the Seller's prior written consent and are subject to restocking and handling charges. The Buyer assumes the risk of loss for returned goods until received by the Seller.

8. Inspection

- * The Buyer must inspect goods immediately upon receipt.
- * Claims for defects must be made in writing within thirty days of receipt. Failure to do so constitutes a waiver of the claim and acceptance of the goods.

9. Limited Manufacturer's Warranty

- * Federal Signal products are warranted for five years on parts and 2 1/2 years on labor, subject to certain conditions and exceptions. Outdoor warning sirens and controllers are warranted for two years on parts and one year on labor. Lamps or strobe tubes are not covered under this warranty.
- * This warranty does not cover misuse, neglect, accidents, or unauthorized alterations or repairs.
- * The warranty is exclusive and in lieu of all other warranties, express or implied.

10. Remedies and Limitations of Liability

- * The Seller's liability for breach is limited to repairing defective goods, replacing them, or refunding the purchase price.
- * The Seller is not liable for consequential damages, and liability is limited to the purchase price of the goods.
- * The Seller is not liable for failure to perform due to circumstances beyond its control.

11. Assignment and Delegation

- * The Buyer may not assign or delegate any rights or obligations without the Seller's prior written consent.

12. Severability

- * If any provision of this agreement is held invalid, the remaining provisions remain in effect.

13. Installation

- * Installation is the Buyer's responsibility unless otherwise specified in the sales contract. (i.e. Blue Valley Public Safety will preform or provide for installation)

14. Governing Law and Limitations

- * This agreement is governed by the laws of the State of Missouri.
- * Any action for breach must be commenced within one year after the cause of action accrues.

15. Additional Terms

- * Prices are firm for a specified period, as stated in the quotation.
- * The Buyer is responsible for site conditions, permits, and FCC licensing requirements.

Acceptance

The Buyer acknowledges that they have read, understood, and agree to these Terms and Conditions.

Buyer:

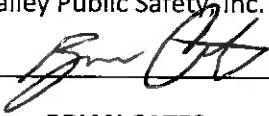
Signature: _____

Printed Name: _____

Title: _____

Date: _____

Seller: Blue Valley Public Safety, Inc.

Signature:  _____

Printed Name: **BRIAN CATES**

Title: **GENERAL MANAGER**

Date: **9/16/25**



CITY COUNCIL ACTION REPORT

Meeting Date: September 22, 2025

A/R No.: 2025-314

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: Ordinance approving a one-month contract for GEST Missouri Holdings, LLC for a community transportation service PILOT program within the City of Liberty, Missouri effective October 1, 2025 through October 30, 2025 in an amount not to exceed \$14,000.00

Summary:

GEST will provide daily demand-responsive door-to-door transportation services from 7 a.m. – 9 p.m. Monday through Friday and 10 a.m. – 9 p.m. Saturday and Sunday. The service provided will include a shared cost structure of \$3 per ride for the primary passenger. The service area will include transportation within the City of Liberty, a participating partner city (to be determined as enrollment expands), to the nearest bus stop, or to any healthcare facility or medical office located within North Kansas City, Parkville, Liberty, Riverside, or any portion of Kansas City, Missouri located within Clay or Platte Counties.

Background:

Following the initial term ending October 31, 2025, this contract shall automatically renew on a month-to-month basis for up to two months. If this Contract is renewed for two consecutive months following the initial term, the Contract will be automatically renewed for nine (9) additional months. At the one-year mark of this Contract, October 1, 2026, this Contract shall be renewable for up to two six (6) month periods. At any point, either party may terminate this Contract with or without cause upon thirty (30) days' written notice.

Previous Action (if applicable):

The City of Liberty has had a similar rideshare program for nearly two years that will be discontinued effective 9/30/2025 due to increased cost of the program. GEST transportation service has come in willing to offer the City of Liberty a door-to-door service for \$14,000 on a monthly basis. This transportation service will be paid for through the transportation sales tax that generates roughly \$14,200 a month.

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: 352-55044-160	Amount: 14,000
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance approving a one-month contract with GEST Missouri Holdings, LLC
2. Gest Contract

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A ONE-MONTH CONTRACT FOR GEST MISSOURI HOLDINGS, LLC FOR A COMMUNITY TRANSPORTATION SERVICE PILOT PROGRAM WITHIN THE CITY OF LIBERTY, EFFECTIVE OCTOBER 1, 2025 THROUGH OCTOBER 30, 2025 IN AN AMOUNT NOT TO EXCEED \$14,000.00

WHEREAS, the City of Liberty wishes to provide flexible transportation solutions for the citizens of Liberty; and

WHEREAS, a sound, efficient and viable transportation system is essential to the CITY;

WHEREAS, GEST is a private entity authorized to plan, own, and operate transportation systems in the CITY and surrounding areas;

WHEREAS, the one-month pilot program will provide daily on-demand door to door transportation service through all of Liberty from 7:00 a.m. through 9:00 p.m. Monday through Friday and 10:00 a.m. through 9:00 p.m. Saturday and Sunday, beginning October 1, 2025 through October 30, 2025, for a fare of \$3.00 per ride; and

WHEREAS, the one-month GEST pilot program will cost \$14,000.00 per month for a total not to exceed \$14,000.00; and

WHEREAS, the GEST one-month Contract for the Transportation Service Pilot Program within the City of Liberty will be effective October 1, 2025 through October 30, 2025;

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 GEST Missouri Holdings, LLC one-month Contract for Flex Transportation Service Pilot Program by and between the City of Liberty and GEST, 344 Gest Street, Suite E, Cincinnati, OH 45203, in an amount not to exceed FOURTEEN THOUSAND DOLLARS (\$14,000.00), effective October 1, 2025 through October 30, 2025, said Contract being incorporated by reference herein and available for review as required by law.

ORDINANCE NO. _____(CONT.)

SECTION II

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

SECTION III

That 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 City Council this ____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

COMMUNITY TRANSPORTATION SERVICE CONTRACT

This Contract is entered into this 17th day of September, 2025, by and between the **GEST MISSOURI HOLDINGS, LLC** (hereinafter referred to as “GEST”), and the **CITY OF LIBERTY, MISSOURI**, a municipal corporation (hereinafter referred to as “CITY”). GEST and the CITY may sometimes be referred to in this Contract individually as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, a sound, efficient and viable transportation system is essential to the CITY;

WHEREAS, GEST is a private entity authorized to plan, own, and operate transportation systems in the CITY and surrounding areas;

WHEREAS, the CITY desires to promote the convenience, comfort, prosperity, general interests of its citizens; and

WHEREAS, the CITY desires to engage GEST to provide transportation services as described herein.

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

1. Service Provision

GEST shall provide transportation services as set forth in **Attachment A – Scope of Services**, for the period beginning **October 1, 2025** and ending **October 31st, 2025**.

2. General Provisions:

- a. The Parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the Parties hereto.
- b. This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.

- c. This Contract may be executed at different times and in two or more counterparts and all the counterparts so executed shall for all purposes constitute one contract, binding on all the Parties hereto, notwithstanding that all Parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement is sought.
- d. Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the Parties hereto and no course of conduct, oral contract or written memoranda shall bind the Parties hereto with respect to the subject matter hereof except this Contract.
- e. Each Party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other Party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a Party's sole discretion, or where it is stated that a Party has the ability to act in its sole judgement or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a Party must give consent or approval to actions or interactions by the other Party or a 3rd party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a Party to approve or give consent to an action or inaction by the other Party or a 3rd party, such approval shall be given or affirmatively withheld within ten (10) business days after it is requested in writing.
- f. In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a Party which are to extend beyond such termination (and the corresponding rights of the other Party to enforce or receive the benefit thereof) shall survive termination.
- g. Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

3. Service Adjustments

The level of service as outlined in Attachment A may not be reduced or modified without the mutual consent of both Parties. The Parties acknowledge that requests for service increases may result in negotiations for revised pricing and contract terms based on current market rates. The Parties further acknowledge that the level of service for the initial term of the Contract and up to two (2) automatic renewals (totaling ninety (90) days) will be

fluid in order to provide an opportunity for the Parties to better fine tune the level of service for future renewals of the Contract.

Statutory Authority

This Agreement is entered into pursuant to the authority granted by Section 70.220 of the Revised Statutes of Missouri, as amended, which permits municipalities and political subdivisions to contract and cooperate with one another for the performance of any service, activity, or undertaking that each is authorized by law to perform individually. Each Party represents and warrants that this Agreement has been duly authorized by ordinance, resolution, or other proper official action of its governing body, and that the execution of this Agreement is within the scope of its lawful powers.

4. Payment Terms

The Parties agree to the following cost structure:

a. **Per-Trip Fee**

Trips falling within the scope of services described in Attachment A will include a shared cost structure of \$3 per ride for the primary passenger.

b. **Monthly Billing**

The CITY will pay GEST for the provision of the services described in Attachment A on or before the 1st day of each month. The price for the services is a flat rate of \$14,000 per month thereafter. GEST will invoice the CITY on the 15th day of the preceding month. The CITY shall remit payment on or before the 1st day of the month of service being delivered.

5. Termination

a. **Termination for Convenience**

Following the initial term ending October 31st, 2025, this Contract shall automatically renew on a month-to-month basis for up to two months. If this Contract is renewed for two consecutive months following the initial term, the Contract will be automatically renewed for nine (9) additional months. At the one-year mark of this Contract, October 1, 2026, this Contract shall be renewable for up to two six (6) month periods. At any point either party may terminate this Contract with or without cause upon thirty (30) days' written notice. GEST shall be entitled to payment for services rendered up to the effective date of termination.

b. Termination for Default

In the event of material non-performance, including failure to deliver services or remit payment, either Party may terminate this Contract by providing written notice specifying the nature of the default. The defaulting Party shall have sixty (60) days to cure the breach before termination becomes effective.

6. Assignment

GEST shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the GEST from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Any such assignment is expressly subject to all rights and remedies of the CITY under this Contract, including the right to modify services from the Contract or to terminate the same as provided herein, and no such assignment shall require the CITY to give any notice to any such assignee of any actions which the CITY may take under this Contract.

7. Independent Contractor

In performance of the services under this Contract, GEST shall act solely as an independent contractor, and nothing contained or implied in this Contract shall at any time be so construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venturers as among the CITY and the GEST.

8. Subcontractors

GEST shall not subcontract any of the services described in Attachment A without the prior written consent of the CITY. GEST shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as GEST is for the acts and omissions of persons it directly employs. GEST shall cause appropriate provisions to be inserted in all subcontracts relating to the provision of the services, to bind all subcontractors to GEST by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give GEST the same power regarding termination of any subcontract as the City may exercise over GEST under any provisions of this Contract. Nothing contained in this Contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

9. Authorized Employees

GEST acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. GEST therefore covenants that it will not knowingly in violation of Section 285.530, RSMo, employ, hire for employment, or continue to employ any unauthorized aliens to perform the services related to this Contract, and that its employees are lawfully authorized to work in the United States. GEST shall, by a sworn affidavit in substantially a form provided by the CITY, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the services.

10. Liability and Indemnification

GEST shall indemnify, defend and hold harmless the CITY and its officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with GEST's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of the services pursuant to this Contract, including performance by GEST's employees and agents, except to the extent that such claims arise from the negligence or willful misconduct of the CITY or its officials, officers, employees and agents.

11. Insurance

- a. GEST shall file (by the Effective Date) with the CITY evidence of liability insurance that is consistent with the amounts set forth below and shall maintain such insurance until this Contract is terminated.
- b. Limits and Coverage.
 1. Commercial General Liability Insurance: Commercial general liability coverage in an aggregate amount of not less than \$3,448,710 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident of occurrence, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the

CITY's sovereign immunity. The following endorsements shall attach to the policy:

- (i) The policy shall cover personal injury as well as bodily injury.
 - (ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
 - (iii) Broad form property damage liability shall be afforded.
 - (iv) The CITY shall be listed as an additional insured.
- c. Workers' Compensation Insurance: GEST shall obtain and maintain workers' compensation insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, GEST shall require any subcontractors to provide workers' compensation insurance for all subcontractors' employees, in compliance with Missouri law. GEST hereby indemnifies the CITY for any damage resulting to it from failure of either the GEST or any subcontractor to obtain and maintain such insurance.
- d. Commercial Automobile Liability Insurance: GEST shall obtain and keep in force commercial automobile liability insurance with a minimum bodily injury and property damage combined single limit per occurrence of \$1,000,000, covering scheduled automobiles. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Contract, by GEST or a subcontractor. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.

12. Compliance with Laws

GEST shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO, and OSHA-type requirements, which are applicable to GEST's performance under the Contract. GEST shall indemnify and hold harmless the CITY on account of any violations thereof relating to GEST's performance under this Contract, including imposition of fines and penalties which result from the violation of such laws.

13. Governing Law

This Contract shall be governed by the laws of the State of Missouri, and any legal action shall be brought in the Circuit Court of Clay County, Missouri.

14. Notices

All notices under this Contract shall be delivered to the following:

If to GEST:

Patrick Dye, CEO
GEST Missouri Holdings, LLC
344 Gest Street, Suite E
Cincinnati OH, 45203

If to CITY:

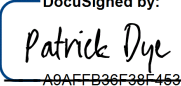
Curt Wenston, City Administrator
City Hall
101 E. Kansas St. PO BOX 159
Liberty, MO 64069

15. Entire Agreement

This Contract supersedes any and all agreements, either oral or written, among the Parties hereto and contains all of the covenants and agreements among the Parties hereto with respect to the provision of the services described in Attachment A. Each Party hereto acknowledges that no representations, inducements, promises, or agreements, either orally or written, have been made by any Party or anyone acting on behalf of any Party, which are not embodied in this Contract. No other agreement, statement, or promise other than those contained herein shall be valid or binding upon the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first written above.

GEST Missouri Holdings, LLC

DocuSigned by:

By: _____
A0AFFB36F38F453...
Name: Patrick Dye
Title: CEO

City of Liberty, Missouri

By: _____

Name: Greg Canuteson

Title: Mayor

Attachments:

- **Attachment A:** Scope of Services

ATTACHMENT "A"

SCOPE OF SERVICES

GEST will provide daily demand-responsive door to door transportation services from 7 am – 9 pm Monday through Friday and 10 am – 9 pm Saturday and Sunday. The service provided will include a shared cost structure of \$3 per ride for the primary passenger. The service area will include transportation within the City of Gladstone, a participating partner city (to be determined as enrollment expands), to the nearest bus stop, or to any healthcare facility or medical office located within North Kansas City, Parkville, Liberty, Riverside, or any portion of Kansas City, Missouri located within Clay or Platte Counties.

The service area, hours of operation, and fee structure may be modified upon mutual agreement by both Parties.

GEST will not expand its daily demand-responsive door to door transportation services outside of Clay County Missouri and Platte County Missouri until at the earliest January 1, 2026.



CITY COUNCIL ACTION REPORT

Meeting Date: September 22, 2025

A/R No.: 2025-295

Department: Administration

Submitted By: Samantha Lehman, Animal Control Supervisor

Subject: Resolution of the City of Liberty, Clay County, Missouri amending the Animal Shelter Fee Schedule

Summary:

- The City of Liberty maintains a Schedule of Fees for all departments.
- The current animal adoption fees have not changed in more than 15 years.
- Due to changes in veterinary services and the increased cost of these services, Liberty Animal Control is proposing an increase to dog and cat adoption fees to better cover the costs of shelter services.

Background:

Due to changes in veterinary services and the increased cost of these services, Liberty Animal Control is proposing an increase to dog and cat adoption fees to better cover the costs of shelter services.

Beginning in 2024, the Animal Control Division assumed responsibility for providing some services for adopted animals that were previously provided by local veterinarians, specifically Heartworm testing for dogs older than 6 months and testing for feline leukemia virus and feline immunodeficiency virus (FIV/FelV) on all adoptable felines. These tests require additional supplies and staff time to conduct, monitor and record results. While the costs for these tests fluctuate, the current cost for a single Heartworm test has increased by more than 78% and the FIV/FelV test has increased by more than 43% since staff began conducting these tests in-house.

In addition to these new services, there has been an increase in costs for veterinary services across the board, including costs for spaying and neutering as well as vaccines. The cost for spay and neuter of felines has increased by \$15. The cost for a canine spay and neuter has increased from \$15 to \$60, depending on the animal's weight and gender. The cost to vaccinate each animal has increased due to new vaccine protocols and higher vaccine costs. Today, depending on the age and vaccination history of a kitten / cat that comes into the Animal Shelter, the overall vaccine cost vaccination cost for a cat ranges from \$0-\$40. Depending on the age and vaccination history of a puppy/dog that comes into the Animal Shelter, the overall vaccination cost for a canine ranges from \$0-\$60.

It is proposed that the Animal Shelter increase the adoption fee for canines from \$80 to \$175 and for felines from \$55 to \$150 to account for the increased medical and veterinary costs. As has been past practice, animals that are current on all vaccinations and/or are already spayed or neutered will be offered at reduced adoption rates.

Previous Action (if applicable):

The last time the fee schedule was amended was in 2023 and those fees were for Animal Control Services. Prior to that the fee schedule was amended in 2004 to add fees for shelter euthanasia and incineration. It is not certain when the adoption fees themselves were last amended.

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Adoption Fees Resolution 092025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI,
AMENDING THE CITY'S SCHEDULE OF FEES PERTAINING TO ANIMAL
ADOPTIONS AT THE LIBERTY ANIMAL SHELTER

WHEREAS, the City Council of the City of Liberty has determined various user fees and service charges are necessary to provide services; and

WHEREAS, periodic fee analysis is completed to determine service costs are compensated by the user fees and service charges assessed; and

WHEREAS, Liberty Animal Control staff has recommended a change to the animal adoption fees;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty as follows:

Canine Adoptions	\$175
Feline Adoptions	\$150

BE IT FURTHER RESOLVED that the provisions of this resolution shall be effective October 1, 2025.

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK



CITY COUNCIL ACTION REPORT

Meeting Date: September 22, 2025

A/R No.: 2025-303

Department: Parks & Recreation

Submitted By: BJ Staab, Director Parks & Recreation

Subject: Resolutions to purchase land from the Missouri Department of Conservation including Rush Creek and Walnut Woods in an amount not to exceed \$20.00

Summary:

- The Missouri Department of Conservation (MDC) intends to sell two tracts of land to the City of Liberty at a cost of \$10.00 each.
- Tract 1: Rush Creek - This 42-acre tract is located next to the Martha Lafite Thompson Nature Sanctuary and Brian Court.
- Tract 2: Walnut Woods - This 65-acre tract is adjacent to Stocksdales Park.
- Conservation Value: Although the woodland areas are not considered high-quality native forests by the MDC, they are deemed valuable for preservation and city management.

Background:

Following conversations late in 2024 between the Missouri Department of Conservation (MDC), Martha Lafite Thompson Nature Sanctuary and Liberty Parks and Recreation, the MDC's area manager suggested selling Walnut Woods and Rush Creek to the city. MDC indicated that it had limited future funding for both areas. However, funds could be available through cost-share grants with MDC and the City of Liberty. Although MDC recognized the area as a valuable woodland, they noted that it was not a high-quality forest and would require substantial staff time and funding to improve. In response, Liberty Parks staff expressed interest in managing the area and offered to begin the improvement process with guidance from the MDC.

The City of Liberty Parks & Recreation Department is pursuing the preservation of two tracts of land, Rush Creek and Walnut Woods, currently owned by the Missouri Department of Conservation (MDC). The total land area is approximately 108 acres of forested land along Rush Creek. The City's primary goal is to preserve both parcels as a riparian corridor, providing a crucial habitat for wildlife within the developing community. The City plans to keep the land open to the public, utilizing existing access points on City-owned parkland to prevent any new intrusion into the woodlands. Large portions of both tracts lie within the Rush Creek floodway, making their preservation essential for natural stormwater management and flood control. Beyond being a wildlife corridor, the middle-aged forest in these tracts provides significant environmental benefits for the community, including air filtration.

There are some areas outside the floodway that could be utilized if accessible, but both tracts of land are bordered by large-lot residential, single-family estate lots, making access to the land nearly impossible except through City park land or through private

conservation land, the Martha Lafite Thompson Nature Sanctuary. Staff feels the best option for the tracts of land is to remain as native habitat that provides shelter for wildlife and a corridor for animals to move through the community safely away from the street network. Our goal for both tracts will be to enhance opportunities for the public to enjoy nature and conservation-related outdoor recreation close to home. The City of Liberty is committed to continuing the partnership with Martha Lafite Thompson to maintain and program the Rush Creek property as it relates to a separate MOU with Martha Lafite Thompson and the City for the Rush Creek tract.

While maintaining the land presents challenges, staff believes a partnership between the City of Liberty Parks & Recreation and Martha Lafite Thompson would offer significant benefits. This option would foster administrative and programming efficiencies, strengthening the bond between our organizations. Our department has a proven track record of maintaining and enhancing conservation areas through successful community partnerships. Working together, we are confident we can preserve these properties as thriving habitats while providing a sanctuary for residents and visitors to enjoy and appreciate nature.

The Parks & Recreation Department has entered into a MOU with Martha Lafite Thompson. In the event that MDC sells land to the City, Martha Lafite Thompson staff and patrons will have access to the land as they have had for day camps and conservation outreach and programs.

The Park Board has reviewed the land management plans and recommended its acceptance to the City Council.

Previous Action (if applicable):

- Park Board discussed the sale and reviewed boundary maps at its February 2025 meeting.
- Park Board approved an MOU with Martha Lafite Thompson Nature Sanctuary for the Rush Creek tract at its April 2025 meeting.
- Missouri Conservation Commission approved the Land sale of both tracts at their July 2025 Commission meeting.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
x Other: Park Board	Completed/Recommended: Feb 6, 2025; April 3, 2025

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-	Line Item: 466-70007-451-000000	Amount: \$20.00

X Budgeted	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2Resolution MDC Land Transfer - Rush Creek
2. 2Resolution MDC Land Transfer - Walnut Woods
3. QC to City of Liberty Donation by Disposal (Rush Creek) Signed
4. QC to City of Liberty Donation by Disposal (Walnut Woods) Signed
5. Rush Creek Plan (1) Land Management Plan
6. Walnut Woods Plan (1) Land Management Plan
7. MOU MLTNS and LPR updated 03.21.2025
8. MDC Land MAP

RESOLUTION NO. _____

A RESOLUTION TO PURCHASE LAND FROM THE MISSOURI DEPARTMENT OF
CONSERVATION INCLUDING RUSH CREEK IN LIBERTY, MISSOURI CLAY
COUNTY, MISSOURI

WHEREAS, the City Council of the City of Liberty, Missouri (the "City") is committed to providing added open space to the City's park land inventory; and

WHEREAS, the legal land description of Rush Creek is as follows:

A part of the East half of the Northwest Quarter of Section 9, Township 51, Range 31, in Clay County, Missouri, described as follows:

Beginning at the Northeast corner of said East half of the Northwest quarter; thence south in the East line of said East half of the Northwest $\frac{1}{4}$ of Section 9, Township 51, Range 31 at a distance of 1649.3 feet; thence South 89 44' West a distance of 1312.7 feet to a point in the West line of said East half of the Northwest $\frac{1}{4}$ of Section 9, Township 51, Range 31; thence North in the West Line of said half quarter section a distance of 956.4 feet, more or less to the South line of that tract conveyed by deed filed of record August 23, 1960 as Document B-36318 and recorded in Book 691 at page 647; thence Northeasterly in the South line of the tract conveyed by deed filed of record as Document B-36318 to a point in the North line of said East half of the Northwest $\frac{1}{4}$ of Section 9, Township 51, the North line of said East half of the Northwest $\frac{1}{4}$ of Section 9, Township 51, Range 31; thence East in the North line of said half quarter Section a distance of 440.4 feet to the point of beginning, containing 42.79 acres, more or less; and

WHEREAS, the attached map has been reviewed and recommended for approval by the City of Liberty Parks and Recreation Board; and

WHEREAS, Park Board approved an MOU with Martha Lefite Thompson Nature Sanctuary for the Rush Creek tract at its April 2025 meeting; and

WHEREAS, the Missouri Conservation Commission approved the Land Sale at their July 2025 Commission meeting; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI, that the purchase of the land is hereby approved, incorporated by reference herein and available for review as required by law;

RESOLUTION NO. _____

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

GREG CANUTESON, Mayor

ATTEST:

Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION TO PURCHASE LAND FROM THE MISSOURI DEPARTMENT OF
CONSERVATION INCLUDING WALNUT WOODS IN LIBERTY, MISSOURI CLAY
COUNTY, MISSOURI

WHEREAS, the City Council of the City of Liberty, Missouri (the "City") is committed to providing added open space to the City's park land inventory; and

WHEREAS, the legal land description of Walnut Woods is as follows:

All that part of the East Half (E 1/2) of the Northeast Quarter (NE1/4) of Section Sixteen (16), in Township Fifty-one (51) North, Range Thirty-one (31) West of the Fifth Principal Meridian that lies West of Rush Creek; Clay County, Missouri, except any part in the roadway

WHEREAS, the attached map has been reviewed and recommended for approval by the City of Liberty Parks and Recreation Board; and

WHEREAS, the Missouri Conservation Commission approved the Land Sale at their July 2025 Commission meeting; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI, that the purchase of land is hereby approved, incorporated by reference herein and available for review as required by law;

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

Greg Canuteson, Mayor

ATTEST:

Deputy City Clerk

QUITCLAIM DEED

THIS INDENTURE, made on the 14th day of August, 2025, by and between the Conservation Commission of the State of Missouri, of the County of Cole, State of Missouri, (hereinafter "Grantor"), and the City of Liberty, Missouri, a body corporate and politic whose address is 101 East Kansas Street • Liberty, MO 64061 ("referred to herein as "Grantee").

WITNESSETH, that Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by Grantee, receipt of which is hereby acknowledged, does by these presents, REMISE, RELEASE, AND FOREVER QUITCLAIM, to Grantees, their heirs and assigns, all right, title and interests of Grantor on the land described as follows, to wit:

A part of the East half of the Northwest Quarter of Section 9, Township 51, Range 31, in Clay County, Missouri, described as follows:

Beginning at the Northeast corner of said East half of the Northwest quarter; thence south in the East line of said East half of the Northwest $\frac{1}{4}$ of Section 9, Township 51, Range 31 at a distance of 1649.3 feet; thence South 89 44' West a distance of 1312.7 feet to a point in the West line of said East half of the Northwest $\frac{1}{4}$ of Section 9, Township 51, Range 31; thence North in the West Line of said half quarter section a distance of 956.4 feet, more or less to the South line of that tract conveyed by deed filed of record August 23, 1960 as Document B-36318 and recorded in Book 691 at page 647; thence Northeasterly in the South line of the tract conveyed by deed filed of record as Document B-36318 to a point in the North line of said East half of the Northwest $\frac{1}{4}$ of Section 9, Township 51, the North line of said East half of the Northwest $\frac{1}{4}$ of Section 9, Township 51, Range 31; thence East in the North line of said half quarter Section a distance of 440.4 feet to the point of beginning, containing 42.79 acres, more or less.

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging, unto Grantees and their heirs and assigns forever; so that neither Grantor nor Grantor's successors and assigns nor any other person or persons for Grantor or in Grantor's name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred, subject to the express condition that the property shall be preserved and maintained in its natural state, free from development, construction, excavation, alteration of natural features, removal or significant modification of trees or native vegetation as outlined in the area management plan approved by the Grantor and reviewed by the Grantor annually. In the event Grantee, their heirs, successors, or assigns, violate any of these conditions, title and control of the property shall immediately and automatically revert to and vest in Grantor, their heirs, successors, or assigns.

IN WITNESS WHEREOF, Grantor has executed these presents on the day and year first above written.

**CONSERVATION COMMISSION
OF THE STATE OF MISSOURI**

by: 
Jason Sumners, Director

Approved as to form only

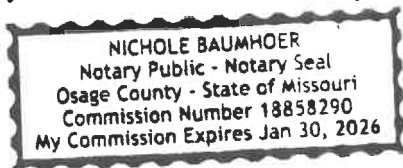

Deputy General Counsel

ACKNOWLEDGEMENT

State of Missouri)
) ss.
County of Cole)

On this 14th day of August ~~September~~ 2025, before me appeared Jason Sumners, to me personally known who, being by me duly sworn did say that he is Director of the Missouri Department of Conservation and that this instrument was signed on behalf of the Conservation Commission of the State of Missouri, by authority of said Commission and the said Jason Sumners acknowledged said instrument to be the free act and deed of the Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.




Notary Public

My commission expires: 1-30-26

QUITCLAIM DEED

THIS INDENTURE, made on the 14th day of August, 2025, by and between the Conservation Commission of the State of Missouri, of the County of Cole, State of Missouri, (hereinafter "Grantor"), and the City of Liberty, Missouri, a body corporate and politic, whose address is 101 East Kansas Street • Liberty, MO 64061 ("referred to herein as "Grantee").

WITNESSETH, that Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by Grantee, receipt of which is hereby acknowledged, does by these presents, REMISE, RELEASE, AND FOREVER QUITCLAIM, to Grantees, their heirs and assigns, all right, title and interests of Grantor on the land described as follows, to wit:

All that part of the East Half (E 1/2) of the Northeast Quarter (NE1/4) of Section Sixteen (16), in Township Fifty-one (51) North, Range Thirty-one (31) West of the Fifth Principal Meridian that lies West of Rush Creek; Clay County, Missouri, except any part in the roadway

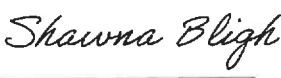
TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging, unto Grantees and their heirs and assigns forever; so that neither Grantor nor Grantor's successors and assigns nor any other person or persons for Grantor or in Grantor's name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred, subject to the express condition that the property shall be preserved and maintained in its natural state, free from development, construction, excavation, alteration of natural features, removal or significant modification of trees or native vegetation as outlined in the area management plan approved by the Grantor and reviewed by the Grantor annually. In the event Grantee, their heirs, successors, or assigns, violate any of these conditions, title and control of the property shall immediately and automatically revert to and vest in Grantor, their heirs, successors, or assigns.

IN WITNESS WHEREOF, Grantor has executed these presents on the day and year first above written.

CONSERVATION COMMISSION OF THE STATE OF MISSOURI

by: 
Jason Sumners, Director

Approved as to form only

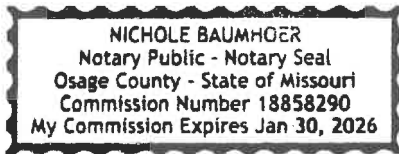

Deputy General Counsel

ACKNOWLEDGEMENT

State of Missouri)
) ss.
County of Cole)

On this 14th day of ~~September~~ August 2025, before me appeared Jason Sumners, to me personally known who, being by me duly sworn did say that he is Director of the Missouri Department of Conservation and that this instrument was signed on behalf of the Conservation Commission of the State of Missouri, by authority of said Commission and the said Jason Sumners acknowledged said instrument to be the free act and deed of the Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Nichole Baumhoer
Notary Public

My commission expires: 1-30-26

Rush Creek Park

2025-2026 Management Plan

Liberty Parks and Recreation

Director

Date

Missouri Department of Conservation

Regional Administrator

Date

This management plan will be updated annually by Liberty Parks and Recreation with review and approval provided by the Missouri Department of Conservation Regional Administrator by June 30 of each year.

Overview

- **Official Area Name & Number- Rush Creek Park**
- **Year of Initial Acquisition- 2025**
- **Acreage- 42**
- **Statements of Purpose**
 - A. **Habitat** – This area is managed for healthy natural communities such as the existing woodland habitat, functioning stream corridors, and stable wildlife populations. This park will be designated in the City of Liberty Conservation Area Program with the purpose of protecting riparian corridor health.
 - B. **Public Use** – This area is managed to provide public outdoor recreation opportunities including wildlife viewing, hiking, and conservation education in cooperation with the Martha Lafite Thompson Nature Sanctuary.

General Information and conditions

I: Important Natural Features and Resources

A. Species and Communities of Conservation Concern

There are **NO** Species or Communities of Conservation Concern are located or known to exist within or in the immediate vicinity of this conservation area.

B. Caves

There are **NO** caves located or known to exist within or in the immediate vicinity of this conservation area.

C. Springs

There are **NO** springs located or known to exist within or in the immediate vicinity of this conservation area.

III: Existing Infrastructure

- A. The trail system consists of a 0.3 paved ADA trail and a 1.4-mile natural surface trail.
- B. Stone stairs provide access to the creek.
- C. 1890 railroad bridge, known as the McGowan Bridge, which was part of the Interurban railroad.

IV: Area Restrictions or Limitations

A. Deed Restrictions or Ownership-

Yes, the property shall be preserved and maintained in its natural state, free from development, construction, excavation, alteration of natural features, removal or significant modification of trees or native vegetation as outlined in the area management plan approved by the Missouri Department of Conservation (MDC) and reviewed by MDC annually. In the event Liberty Parks and Recreation violate any of these conditions, title and control of the property shall immediately and automatically revert to and vest in MDC.

B. Easements-

City of Liberty sewer line easement.
One overhead electric transmission

C. Cultural Resource Findings - Please select one of the following statements below and delete the other.

There are NO cultural resources known to exist within or within the immediate vicinity of this conservation area.

Area Background

- Rush Creek Park is a 42-acre tract adjacent to the 53 -Acre Martha Lafite Thompson Nature Sanctuary (MLTNS), a private not-for-profit located in Clay County and in Liberty, Missouri. MLTNS opened in 1976, and Rush Creek was purchased by the MDC in 1978. MDC has leased Rush Creek to MLTNS since September 15, 1998. MLTNS was responsible for all management and does so under the restrictions of Martha Lafite Thompson's will which does not allow for the taking of any wildlife or fish. The only public access to the property is through MLTNS. MTLNS provides parking and trail access to Rush Creek Park.
- MDC donated Rush Creek to Liberty Parks and Recreation in 2025. The parks and recreation department has a memorandum of understanding with MLTNS for education programs and park maintenance duties.
- The area is managed primarily for woodland habitat, but also some poor-quality grassland wildlife habitat. The sewer line easement was planted to native grasses, forbs and shrubs after construction. Past management has been dedicated to the suppression and eradication of invasive species. Outdoor recreation opportunities include hiking, walking, birding, youth education and outdoor/indoor public workshops provided by the Martha Lafite Thompson Nature Sanctuary. Paved trails are also present and meet ADA

specifications.

Current Land and Water Types:

Land/Water Type	Acres	Miles	% of Area
Woodland	22		52
Grassland	20		48
Total			
Stream Frontage – Ephemeral Streams		.38	

Management Considerations

I: Terrestrial Resource Management Consideration

Rush Creek is mostly a woodland natural community but does have low quality grassland/shrubland component. The area does have invasive species issues including shrub honeysuckle and *Sericea lespedeza*.

Terrestrial Challenges/Opportunities

- Managing the continued threat of invasive species.
 - Maintaining ongoing efforts to assess and manage dead and dying trees.
 - Active management is limited due to constraints imposed by urbanization.
 - Maintaining the existing natural communities on the area.
- Management Strategy 1: Invasive species control or suppression.
 - Use available management techniques to control/suppress invasive or exotic species where practical.
 - Look for grant, partnership, or volunteer opportunities to increase the amount of invasive species control measures on the park.
- Management Strategy 2: Assess and manage dead and dying trees on area.
 - Staff and partners will periodically inspect wooded portions along trails for dead and dying trees and remove those that have the potential to impact area infrastructure or pose a hazard to area users.
- Management Strategy 3: Set back woody succession on open land portions of the park.
 - Use available management techniques to set back woody succession.

II: Aquatic Resource Management Considerations

- Aquatic Challenges/Opportunities
 - The increase in storm water runoff due to urbanization negatively impacts stream resources and requires proper management of lands beyond area boundaries.
- Management Strategy 1: Maintain healthy riparian corridors.

- Limit soil disturbance in riparian corridors on all areas.
- Work with surrounding communities to improve storm water runoff and promote conservation development.

III: Public Use Management Considerations

Rush Creek is used for walking, hiking, or wildlife viewing given the trail system and proximity to residential areas. The area is used as conservation education sites for school or youth groups by MLTNS.

- Public Use Challenges/Opportunities
 - Potential for improving existing trail systems.
- Management Strategy 1: Evaluate current trail system for potential improvements and maintenance issues
- Management Strategy 2: Maintain agreement with MLTNS that facilitates access to the area and provides area maintenance and resource management.
- Management Strategy 3: Monitor boundary encroachment as needed and requests land surveys when necessary and appropriate to resolve disputes.

Walnut Woods Park

2025-2026 Management Plan

Liberty Parks and Recreation

Director

Date

Missouri Department of Conservation

Regional Administrator

Date

This management plan will be updated annually by Liberty Parks and Recreation with review and approval provided by the Missouri Department of Conservation Regional Administrator by June 30 of each year.

Overview

- **Official Area Name & Number-** Walnut Woods Park
- **Year of Initial Acquisition-** 2025
- **Acreage-** 65
- **Statements of Purpose**
 - A. **Habitat** – This area is managed for healthy natural communities such as the exiting woodland habitat, functioning stream corridors, and stable wildlife populations. This park will be designated in the City of Liberty Conservation Area Program with the purpose of protecting riparian corridor health.
 - B. **Public Use** – This area is managed to provide public outdoor recreation opportunities including wildlife viewing, hiking, and biking.

General Information and conditions

I: Important Natural Features and Resources

- A. **Species and Communities of Conservation Concern**

There are **NO** Species or Communities of Conservation Concern are located or known to exist within or in the immediate vicinity of this conservation area.
- B. **Caves**

There are **NO** caves located or known to exist within or in the immediate vicinity of this conservation area.
- C. **Springs**

There are **NO** springs located or known to exist within or in the immediate vicinity of this conservation area.

III: Existing Infrastructure

- A. The trail system consists of 3 miles of multi-use trails.

IV: Area Restrictions or Limitations

- A. **Deed Restrictions or Ownership-**

Yes, the property shall be preserved and maintained in its natural state, free from development, construction, excavation, alteration of natural features, removal or significant modification of trees or native vegetation as outlined in the area management plan approved by the Missouri Department of Conservation (MDC) and reviewed by MDC

annually. In the event Liberty Parks and Recreation violate any of these conditions, title and control of the property shall immediately and automatically revert to and vest in MDC.

B. Easements-

None

C. Cultural Resource Findings

There are cultural resources known to exist within or within the immediate vicinity of this conservation area.

Area Background

- This 65-acre area was purchased by the Missouri Department of Conservation in 1980. The area adjoins and is accessed through the City of Liberty's Ruth Stocksdale Park. The Park was established in 1974 and covers 112 acres. The 3 miles of multi-use trails (biking and hiking) on Walnut Woods were constructed in 2007 and were maintained through an agreement with the Urban Trail Company. The trails connect with trails on Stocksdale Park.
- MDC donated Walnut Woods to Liberty Parks and Recreation in 2025.
- The Area is entirely wooded and managed for wildlife habitat and outdoor recreation activities. Little management has been done in the past other than limited invasive species removal along the trail by the Urban Trail Company. Outdoor recreation opportunities include hiking, walking, biking, and birding.

Current Land and Water Types:

Land/Water Type	Acres	Miles	% of Area
Woodland	65		100
Total			
Stream Frontage – Ephemeral Streams		.4	

Management Considerations

I: Terrestrial Resource Management Consideration

Walnut Woods is a woodland natural community. The area does have invasive species issues including shrub honeysuckle.

Terrestrial Challenges/Opportunities

- Managing the continued threat of invasive species.
 - Maintaining ongoing efforts to assess and manage dead and dying trees.
 - Active management is limited due to constraints imposed by urbanization.
 - Maintaining the existing natural communities on the area.
- Management Strategy 1: Invasive species control or suppression.
 - Use available management techniques to control/suppress invasive or exotic species where practical.
 - Look for grant, partnership, or volunteer opportunities to increase the amount of invasive species control measures on the park.
- Management Strategy 2: Assess and manage dead and dying trees on area.
 - Staff and partners will periodically inspect wooded portions along trails for dead and dying trees and remove those that have the potential to impact area infrastructure or pose a hazard to area users.

II: Aquatic Resource Management Considerations

- Aquatic Challenges/Opportunities
 - The increase in storm water runoff due to urbanization negatively impacts stream resources and requires proper management of lands beyond area boundaries.
- Management Strategy 1: Maintain healthy riparian corridors.
 - Limit soil disturbance in riparian corridors on all areas.
 - Work with surrounding communities to improve storm water runoff and promote conservation development.

III: Public Use Management Considerations

Walnut Woods is used for walking, hiking, biking or wildlife viewing given the trail system and proximity to residential areas.

Public Use Challenges/Opportunities

- Potential for improving existing trail systems.
- Management Strategy 1: Evaluate current trail system for potential improvements and maintenance issues
- Management Strategy 2: Monitor boundary encroachment as needed and requests land surveys when necessary and appropriate to resolve disputes.



MEMORANDUM OF UNDERSTANDING

This MOU, effective _____, 2025, by and between the Martha Lafite Thompson Nature Sanctuary (hereinafter referred to as MLTNS) and the City of Liberty, Missouri, Parks and Recreation Department, a governmental entity (hereinafter referred to as LPR), with offices located at 1600 S. Withers Road, Liberty, Missouri 64068, hereby agree to the following terms and conditions contained within this MOU:

WHEREAS, MLTNS to enter into this Memorandum of Understanding for use of 42 acres, more or less, being more fully described in attached Exhibit A (Rush Creek tract).

WHEREAS, the MLTNS and LPR wish to recognize shared missions in celebrating and sharing the vision for outdoor recreation such as trails for hiking, bird watching, outdoor education, fishing and other nature activities with emphasis on preservation of the natural condition; and,

WHEREAS, MLTNS's mission is to protect native habitats and wildlife while providing opportunity for people to discover and connect with nature; and

WHEREAS, LPR's mission is Creating Community Connections; committed to community impact, improvement and innovation. LPR believes that creating community connections by providing the highest quality parks, programs, services and facilities is essential to a prosperous and healthy community; and

NOW, THEREFORE, MLTNS AND LPR do hereby agree and commit to various tasks including the following:

I. MLTNS RESPONSIBILITIES UNDER THIS MOU

1. MLTNS shall have use of the Rush Creek tract for recreational, educational, aesthetic and scientific purposes, such as, but not limited to, hiking, bird watching, and outdoor education, all being exclusively directed at the maintenance, enhancement, appreciation and understanding of the natural conditions.
2. MLTNS shall not alter the topography of the land in any fashion without the Parks and Recreation Director's prior written approval;
3. MLTNS shall not erect any structures, billboard signs, commercial signs or other improvements without the Parks and Recreation Director's prior written approval;
4. MLTNS shall not destroy any natural vegetation or wildlife without the Parks and Recreation Director's prior written approval;
5. MLTNS shall perform litter pickup, trash removal in relation to the above programming;
6. MLTNS shall allow the Rush Creek tract to remain open and available for public park use during MLTNS posted hours.
7. MLTNS and LPR will discuss major repairs or infrastructure on a case by case basis and pending budget approvals and funding;
8. MLTNS may assist in mowing as needed;

9. MLTNS shall not add any new trails without the Parks and Recreation Director's prior written approval;

II. **LPR RESPONSIBILITIES UNDER THIS MOU**

1. LPR will be responsible for mowing and trail maintenance, included but not limited to erosion repair and control seasonally or as needed;
2. LPR will be responsible for removing any dead or hazard trees identified by LPR as a safety concern. LPR may deposit such cut or removed dead trees on the property as part of the natural landscape;
3. LPR will be responsible for the removal of invasive species as needed and as time permits;
4. LPR may facilitate outdoor recreation programs/activities however will not compete with MLTNS's programming;
5. LPR and MLTNS will discuss major repairs or infrastructure on a case by case basis and pending budget approvals and funding;
6. LPR will maintain the fence line along the eastern side of the Rush Creek tract;
7. LPR will coordinate with MLTNS on any changes to the topography;
8. LPR will coordinate with MLTNS on specific park rules that align with the Nature Sanctuary;

III. **TERM**

The term of this MOU will be from _____, 2025, to _____, 2030. If both parties mutually consent to continue the agreement, it may be extended for another five-year term under the same terms and conditions. This agreement will be reviewed annually with both parties.

IV. **AMENDMENTS**

In order to provide necessary flexibility to carry out this MOU, whenever LPR and MLTNS mutually agree, changes to this MOU may be affected by placing them in written form and incorporating them into this MOU as an amendment.

V. **TERMINATION**

Both parties have the right to terminate this MOU upon thirty (30) days written notice for any failure to comply with any of the terms and conditions of the MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date and year first above written.

BJ STAAB
THE CITY OF LIBERTY

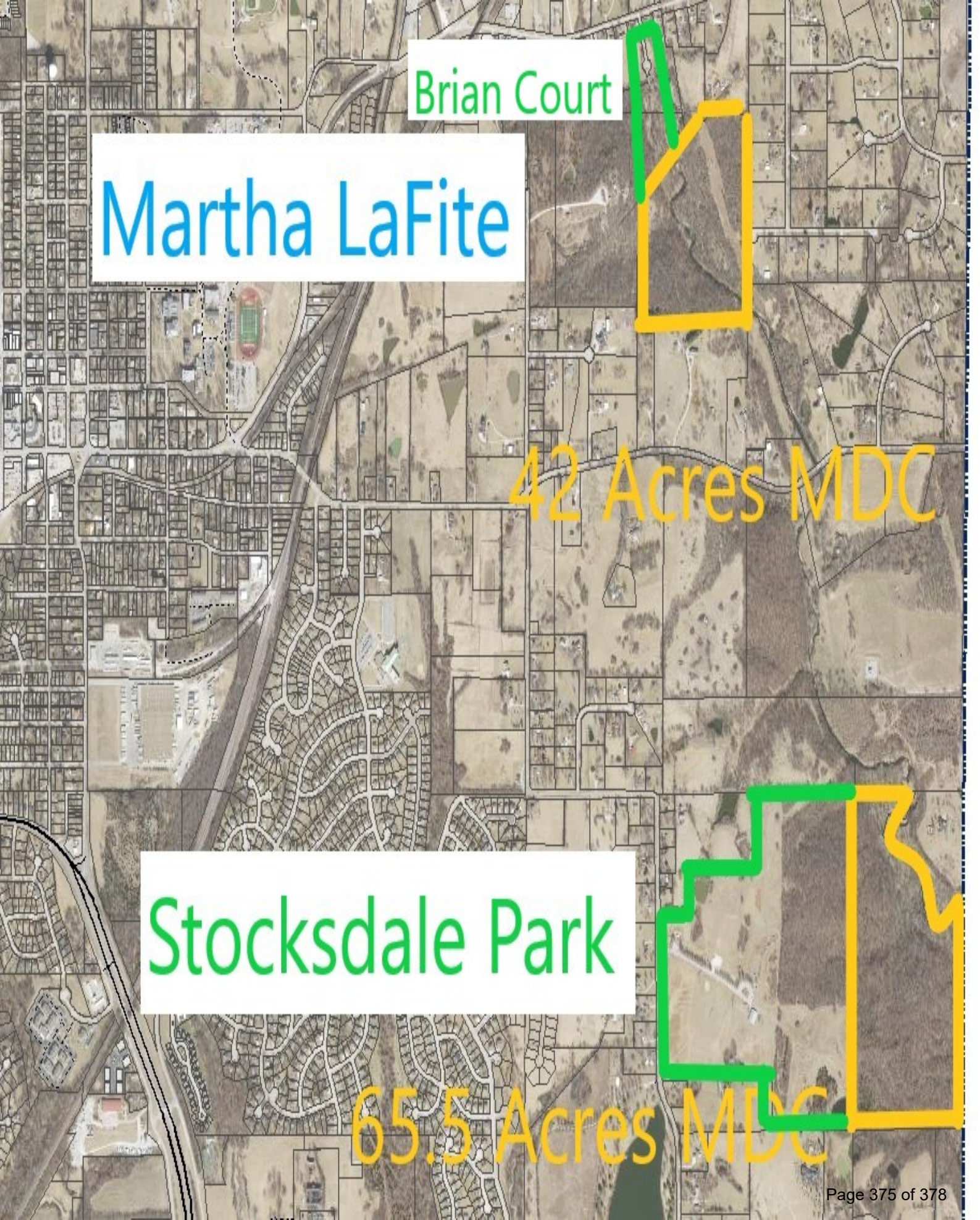
MARTHA LAFITE THOMPSON
NATURE SANCTUARY

By: _____
BJ Staab, Director LPR

By: _____

Date: _____

Date: _____



Brian Court

Martha LaFite

42 Acres MDC

Stocksdale Park

65.5 Acres MDC



CITY COUNCIL ACTION REPORT

Meeting Date: September 22, 2025

A/R No.: 2025-305

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Resolution accepting City of Liberty Project (25-008) 2025 Street
Maintenance - Pressure Pave with Donelson Construction Co, LLC

Summary:

- Approve a Resolution accepting the City of Liberty Project (25-008) 2025 Street Maintenance - Pressure Pave and authorizing final payment and release of retainage to Donelson Construction Co, LLC

Background:

The City of Liberty Project (25-008) 2025 Street Maintenance - Pressure Pave was awarded to Donelson Construction Co, LLC. on April 28, 2025 (Ordinance No. 12093). The scope of work involved the application of pressurized asphaltic material utilizing a patented technology to N. Church Rd. from the City limits just south of Charlies Carwash to Oakwood Ln.

All contract work has been completed by Donelson Construction Co, LLC. in accordance with City standards, specifications and contract requirements. This action accepts the City of Liberty Project 25-008 2025 Street Maintenance - Pressure Pave project, thus allowing release of retainage which has been held per the project contract.

Staff recommends acceptance of a Resolution accepting the City of Liberty Project 25-008 2025 Street Maintenance - Pressure Pave as completed by Donelson Construction Co, LLC. thereby authorizing the release of final payment with all retainage.

Previous Action (if applicable):

- CSTOC recommendation April 10, 2025
- Council approval of contract April 28, 2025 (Ordinance No. 12093)

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: 04-10-2025
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
	Other:	Completed/Recommended:

Financial Considerations:

X Budgeted:	Line Item: 351-70023-201-000000	Amount: \$184,332.98
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2025-305 Accept N. Church Pressure Pave - RES

RESOLUTION NO. _____

RESOLUTION ACCEPTING CITY OF LIBERTY PROJECT (25-008) 2025 STREET
MAINTENANCE - PRESSURE PAVE WITH DONELSON CONSTRUCTION CO, LLC

WHEREAS, the project has been completed by Donelson Construction CO, LLC. and

WHEREAS, the project has been constructed in accordance with the plans and
specifications of the City of Liberty;

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby
accept the 2025 Street Maintenance - Pressure Pave Project (#25-008);

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

MAYOR, Greg Canuteson

ATTEST:

DEPUTY CITY CLERK