



Amended Agenda

City Council Regular Session

Monday, February 23, 2026 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

- A. Council Member Adam Travis

III. Roll Call

IV. Proclamations

V. Approve Minutes and Summaries

- A. Regular Session Minutes of January 12, 2026

VI. Meeting Schedule

VII. Consent Agenda

- A. Motion to approve the purchase of replacement bunker gear from Dinges Fire in an amount not to exceed \$73,040.00
- B. Motion to approve the purchase of fleet trucks from Chuck Anderson Ford for the Public Works Department in an amount to not exceed \$168,617.81
- C. Motion to approve the purchase of a new dump truck from Premier Truck Group for the Public Works Department in an amount not to exceed \$109,497.38
- D. Motion to approve the purchase of equipment to outfit a new dump truck and new Ford F-550 Chassis from Knapheide Truck Equipment Center for the Public Works Department in an amount not to exceed \$228,807.00
- E. Resolution approving a temporary event liquor license for the St. James Catholic School annual fundraiser at St. James Church, 309 S. Stewart Road, Liberty, MO on November 7, 2026
- F. Resolution approving a Liberty Community Center alcoholic beverages service application for a private event to be held on March 13, 2026
- G. Special Regular Session Minutes of December 15, 2025
- H. Regular Session Minutes of January 26, 2026

VIII. Public Hearings

- A. Ordinance of the City of Liberty, Missouri, designating the "Garrison-North End" as a Historic Legacy District and identifying the boundaries of the "Garrison-North End Historic Legacy District"
- B. Resolution approving a preliminary plat for Whitehorse, a 281 lot residential subdivision on 132 +/- acres, east of Birmingham Road and north of Ruth Ewing Road, in Liberty, Clay County, Missouri (P&Z Case 26-03PP)

- C. Ordinance approving a plan for an industrial development project authorizing the City of Liberty, Missouri to issue a series of taxable industrial development revenue bonds in a principal amount not to exceed \$12,550,000 and authorizing and approving certain documents and actions in connection therewith

IX. Ordinances, Contracts and Resolutions

- A. Ordinance acknowledging vendor payments for the period of January 31, 2026 to February 13, 2026
- B. Resolution approving a final development plan for Liberty Hills Townhomes, a 49-unit townhome development including 11 four-and five-plex structures at the southwest corner of Camille Street and N. Church Road in the City of Liberty, Clay County, Missouri (P&Z Case 26-05FDP)
- C. Ordinance authorizing a development agreement with Star Development for the Whitehorse Residential Subdivision in Liberty, Missouri
- D. Ordinance approving a Carbon Reduction Program (CRP) grant agreement with MODOT to provide financial assistance for the construction of a 1.3-mile trail segment connecting North Flintlock Road to Campbell Drive that will complete Little Shoal Creek Trail (Project CRP – 3392(410))
- E. Ordinance authorizing payment of a project invoice in the amount of \$33,900.00 to the Mid-America Regional Council as part of the MARC Transportation Program Local Match Policy and Strategy Associated with the \$3,390,000.00 of awarded Federal Funds in 2025
- F. Ordinance approving a guaranteed pricing agreement with KOHL Wholesale for FY2026 concession food and supplies in an amount not to exceed \$70,000.00
- G. Ordinance amending Ordinance No. 11862 approving Amendment No. 1 with Veenstra & Kimm, Inc. by increasing the contract amount by \$38,930.00 from \$99,985.00 to \$138,915.00
- H. Ordinance approving a guaranteed pricing agreement with Stratus Building Solutions for FY2026 third-shift contractual custodial services at the Liberty Community Center for an amount not to exceed \$54,180.00
- I. Ordinance approving a contract with Kitch’s Lawncare for FY2026 mowing services at Fairview, New Hope and Mount Memorial Cemeteries for a minimum of 22 mows in an amount not to exceed \$65,000.00
- J. Ordinance accepting permanent public easements from Withers Road Development, LLC for the pedestrian trail improvements along Homestead Trail connecting to Canterbury Park
- K. Ordinance approving a five-year contract with Roadway Management Technologies for City Project (26-001) pavement condition and management services in an amount not to exceed \$36,200.00

X. Other Business

- XI. Citizens' Participation**
- XII. Miscellaneous Matters from City Administrator**
- XIII. Miscellaneous Matters from Mayor and City Council**
- XIV. Adjournment**

City Council Meeting

Regular Session Minutes

January 12, 2026

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 January 12, 2026 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 Phillips, 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
BJ Staab, Parks and Recreation Director
Jim Martin, Police Chief
Chris Young, Fire Chief
Katherine Sharp, Planning and Development Director
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

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

IV. APPROVE MINUTES AND SUMMARIES

V. MEETING SCHEDULE

VI. PRESENTATION

A. Historic Downtown Liberty, Inc. - Annual Presentation

Historic Downtown Liberty, Inc. (HDLI) is an accredited and nationally recognized 501(c)(3) Main Street program that has worked for more than 20 years to revitalize and celebrate Liberty's historic downtown. Using the Main Street Four-Point Approach, we support businesses, enhance design and placemaking, and create events that engage families and residents. Our work is made possible through a strong partnership with the City of Liberty, whose support sustains daily operations, business

services, and community programming. This report provides an overview of HDLI's 2025 achievements, district impact, and priorities for the coming year.

As in previous years, the agreement for service with HDLI includes the following:

- Implementation of the National Trust for Historic Preservation's Main Street Four Point Approach to Downtown Revitalization.
- Provide unified advocacy and support for the downtown commercial area.
- Continue a consistent promotion and advertising program for the downtown area.
- Encourage and promote historically appropriate design strategies for the overall aesthetic appearance of the downtown commercial area.
- Strengthen the existing economic assets of the downtown area while diversifying its economic base, including recruiting new businesses and strengthening the management capabilities of individual merchants.
- Management of the downtown Farmer's Market on Saturdays from May through October.
- Coordinate tourism efforts through the Liberty Tourism Committee and Transient Guest Tax (TGT) funds.

For these services, the City agrees to compensate HDLI in the amount of \$40,000.00 annually, with \$30,000.00 from the Transient Guest Tax Funds to be allocated to base services and \$10,000.00 from the General Fund to be allocated to staff salaries, to be paid monthly in twelve equal amounts. HDLI shall spend said funds in accordance with its 2026 budget, as submitted to the City. Additionally, the City will provide the HDLI Executive Director with health, dental and life insurance choices consistent with those offered to City employees. The estimated cost is approximately \$10,996.00 for these benefits for 2026 from the General Fund.

VII. CONSENT AGENDA

- A. Motion to approve a blanket purchase order with Mississippi Lime Company for the delivery of hydrated lime in an amount not to exceed \$660,000.00

Lime is a crucial part of the water treatment process and is used in large quantities to soften the drinking water, and to help other constituents like iron and manganese settle out of the water in the primary clarifiers. Mississippi Lime Company is the sole-source provider of hydrated lime in our region.

A proposal was received from the Mississippi Lime Company and shows the material cost, truck delivery charge, and fuel surcharge. The price per ton of hydrated lime is \$323.14. The delivery charge is \$72.22 and the fuel surcharge is a percentage of the delivery charge, which is on average 30%, making the fuel surcharge \$21.67 per ton. The total cost per ton of hydrated lime is \$417.03. The Water Treatment Plant receives deliveries at least once a week at an average of 24.5 tons per load.

In 2025, the City received 64 loads of hydrated lime and used 1,520 tons. Annual chemical usage is always going to be hard to fully predict as it is subject to the water demand during the production year. All usage quantities are estimated in anticipation of average demand historically experienced.

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

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None

B. Motion to authorize a blanket purchase order with PVS DX Inc. for sodium hypochlorite in an amount not to exceed \$200,000.00

PVS DX Inc. is a new name for DPC, with whom the City has used in the past for delivery of sodium hypochlorite. They have been a trustworthy supplier.

The Water Treatment Plant use 12.5% sodium hypochlorite for disinfection. It is fed in two different places within the plant to kill or inactivate viruses and bacteria and to maintain residual levels that are compliant with the regulations of the state of Missouri. The City needs on average 250 gallons of sodium hypochlorite each day to operate the water treatment plant and receive deliveries of 4,500 gallons time every two weeks.

This year staff were able to find a cooperative purchasing agreement between MARC/KCRPC and PVS DX Inc. that lowered our cost per gallon. In 2025, the City paid \$1.935 per gallon of sodium hypochlorite. Through this agreement, the price will be \$1.78 per gallon, which includes all charges related to delivery.

The contract is between MARC/KCRPC and PVS DX Inc. and is in effect from July 1, 2024 to June 30, 2026, with the option to renew in writing for three one-year renewal periods at the discretion of PVS DX Inc.

Liberty has been approved as a participant and is listed on a modification to the contract. Johnson County and Independence, MO are two of the other municipalities participating in this agreement.

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

Vote: Motion passed 7-0-0
Yes: Council Members Phillips, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None

C. Resolution authorizing the acceptance of a financial grant awarded by HeroFundUSA, Inc. for the purchase of a DJI Matrice 30 Drone for the Fire Department

The implementation of a drone program will enhance operational capabilities and improve situational awareness during emergency and non-emergency responses. Assistant Chief Dustin Paddack conducted comprehensive research, and found the

best option for the department. He then completed the grant application process, and successfully secured an \$8,278.00 grant from HeroFundUSA, Inc. This award provided a 50% matching contribution toward the purchase of a drone and associated command and control accessories.

Once fully implemented, the drone program will support a wide range of Fire Department operations. The drone will be utilized for search and rescue missions by providing rapid aerial assessment in large or difficult-to-access areas, reducing risk to personnel and improving response efficiency. It will also support large-scale emergency incidents by enhancing incident command decision-making through real-time aerial imagery and scene monitoring. In addition, the drone will be used for pre-incident planning, fire inspections, and assessment of new and existing structures, allowing crews to better identify hazards and plan responses in advance. These capabilities will provide valuable operational support across multiple incident types while increasing firefighter safety and overall service effectiveness.

The total price is slightly higher due to increases in costs from the length of time of the initial quote, application, award and ordering. However, there are additional funds still available.

Action: Council Member Hagan moved to approve the resolution. Council Member Graham 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. 3518

VIII. PUBLIC HEARINGS

A. Ordinance amending Chapter 30, "Unified Development Ordinance", of the Code of the City of Liberty, Clay County, Missouri (P&Z Case 25-57A)(**Second Reading**) (**postponed from December 15th**)

The idea of creating a Historic Legacy District originated with the Garrison Task Force in 2024. This type of district is considered appropriate for areas of historical and cultural importance which no longer retain most of their original historical elements relevant to the period of significance. A Historic Legacy District may be nominated when most of all of the physical attributes (structures, streets, public areas, archeology, etc.) relevant to the historical or cultural period of significance no longer exist and it meets one of the following criteria:

- Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or nation; or
- Its location as a site of significant local, county, state, or national event; or
- Its identification with a person or persons who significantly contributed to the development of the community, county, state, or nation.

The process for nomination:

- An application will be submitted to the Department of Planning & Development with the following: a map identifying the proposed area, a written narrative describing how the area meets one of the criteria listed above, and a list of sources for the findings.
- Planning staff will send notification of the nomination to property owners within the proposed district with an invitation to attend an informational meeting on the proposal.
- Following the informational meeting, a public hearing will be set for the next regularly-scheduled meeting of the Historic District Review Commission (HDRC) and City Council following the appropriate 15-day public notice.
- After the public hearing, the HDRC will recommend approval or denial of the nomination of the Historic Legacy District.
- After a recommendation from the HDRC, the City Council may establish a Historic Legacy District by ordinance. The City Council may return an application to the HDRC for further hearings, debate, or investigation.

It's important to note that the establishment of a Historic Legacy District will not alter the uses permitted by existing zoning, land use, or future development of the properties included within the district. Unlike the other established Historic Districts, because the historic physical attributes no longer exist, changes to the properties in the district will not require a Certificate of Appropriateness.

The Unified Development Ordinance (UDO) was approved in April 2005. Any changes to the UDO require a public hearing at Planning Commission and City Council. This proposed ordinance will establish the designation process for the nomination of Historic Legacy Districts.

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. 10053 was read.

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. 12235.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

- A. Ordinance acknowledging vendor payments for the period of December 5, 2025 to January 2, 2026

Document No. 10067 was read.

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

Roll Call

Vote: Motion passed 7-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12229.

- B. Ordinance amending the official zoning map of the City of Liberty, Missouri by rezoning 7.04 acres from R-1A, "Suburban Residential District" to PD, "Planned Development District" for a 49-unit townhome development at the southwest corner of N. Church Road and Camille Street (P&Z Case 25-58R&PDP) **(Second Reading) (postponed from December 15, 2025)**

This is an application to rezone 7.04+/- acres from R-1A, "Suburban Residential" to PD, "Planned Development" to allow for the construction of a townhome development — Liberty Hills Townhomes. The development will encompass 49 dwelling units spread across 11 townhome structures. Per Section 30-59.1 — "District PD, permitted uses," of the Unified Development Ordinance (UDO):

"The permitted use or uses of property located in the planned development shall be determined at the time the PD zoning district and preliminary development plan is approved, and development within that PD district shall be limited to those uses specifically requested as part of the application and approved by the planning and zoning commission and city council. Any addition of uses, change of plans, or increase in size or density shall require a separate application for amendment to the original approved development plan and shall follow the same process as any other development plan amendment."

In accordance with the UDO, and as outlined by the preliminary site plan provided by the applicant, this development, if approved, would be limited to a townhouse style of attached single-family dwellings at a density of approximately seven dwelling units per acre following the configurations. Changes to the density of dwellings, the configuration of the development, or general use of the property would require separate approval from the Planning and Zoning Commission and the City Council.

Applicant Andy Ashwal from Kaw Valley Engineering, Inc., located at 8040 N. Oak Trafficway, Kansas City, MO 64118 stated they have proposed changes after listening to the City Council's concerns from the December 15, 2025 meeting which include the following:

- There will be an addition of trees on Camille Street and N. Church Rd. that will provide a visual separation as well as a physical barrier.

- There will be a 3-Rail Steel Guardrail fencing that goes around the retaining wall.
- The façade will have a fiber cement on it.

Document No. 10040 was read.

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

Vote: Motion passed 5-2-0

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

No: Council Members Phillips and Pozel

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12236.

- C. Resolution of the City Council of the City of Liberty, Clay County, Missouri declaring a moratorium on multifamily developments in the City of Liberty and that such moratorium to remain in effect for six months unless extended or replaced by an amending Ordinance (**postponed from December 15, 2025**)

Action: Council Member Hagan requested to further postpone consideration of the Resolution to the January 26, 2026 Regular Session. Council Member Graham seconded the motion, which carried unanimously.

- D. Ordinance approving a contract with AGC Engineers Inc. for the 412 Belmont Street storm sewer improvements project (25-028) in an amount not to exceed \$43,720.00

The City of Liberty was notified by the residents of 412 Belmont St. of a storm sewer pipe failure adjacent to their property. Staff conducted a site visit and found that the existing 15' diameter corrugated metal storm sewer pipe that runs between 412 and 416 Belmont Street had corroded, failed and the creek which it drained into had begun eroding backwards into the resident's yards at approximately 15' past the property line. The erosion into the yards has a vertical drop-off of approximately 20'.

The limits, extents and rate of erosion are such that a delay in repairs is expected to only greatly exacerbate the current issues.

Staff inputted the project location into the adopted Stormwater Master Plans project rating matrix and found that it ranked 7th amongst the 49 projects on record. The top 15 ranked projects are defined as the highest priority. As the project ranked sufficiently high, staff commenced pursuing a design contract with AGC Engineers Inc.

The design contract was pursued using the City's 2025 Annual Prequalification for Professional Consultants. The Annual Prequalification is a publicly advertised process in which professional consulting firms may submit their qualifications for an array of consulting services each year and be deemed pre-qualified for work on projects estimated at a cost of \$150,000.00 or below. Selections of Consultants are then based on Staff review of the submitted qualifications for individual projects which are estimated to be below the \$150,000.00 amount.

Staff worked with AGC Engineers Inc. and reached a contract price of \$43,720.00 for full design of the project. After design, the project will be publicly advertised and bid for and constructed. Construction is anticipated to take place in 2026.

Document No. 10068 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 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. 12230.

E. Ordinance amending Chapter 20, "Motor Vehicles & Traffic," of the Code of the City of Liberty, Clay County, Missouri

Amendments to traffic regulations are required to update the City Code for any new or modified traffic signage. The changes to traffic signs may be driven by a citizen's request, staff, or temporary situations requiring traffic modifications. The codification of the traffic regulations and the addition of appropriate signage allow the enforcement of the regulations.

Traffic regulation changes are initiated by a 90-day evaluation period monitored by both Public Works and the Police Department. If the changes are determined by both departments to be warranted, they are then taken to the City Council for approval of a permanent regulation change.

The traffic regulations amendment pertaining to this action are summarized as follows:

Prohibiting parking on the west side of S. Terrace Avenue across the street from the driveway of 127 S. Terrace Ave. The length of prohibited parking is approximately thirty-three feet to allow access to the driveway by a wheelchair-accessible van.

Document No. 10069 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. 12231.

- F. Ordinance approving an agreement with the Liberty Hospital Foundation for the 2026 Presenting Sponsorship of the Run Liberty Series Events in an amount not to exceed \$30,000.00

In 2024, the Hospital Foundation approached the Tourism Committee about Visit Liberty taking over the Presenting Sponsorship for the current Half Marathon, 5K races and a new 10K race starting in 2026. In April 2025, City Council approved a contract with the Liberty Hospital Foundation for the "Run Liberty Series" Sponsorship for 2026, 2027 and 2028 at the rate of \$30,000.00 per year, pending annual budgetary approval that will go through the Tourism Committee, Budget Committee and City Council. The "Run Liberty Series" includes a Half Marathon, 10K and 5K races and will be held on March 28, 2026. The 2026 event will be themed as a part of America 250 in Liberty with runners wearing red, white and blue and each runner will be given a mini American flag as they approach the finish line.

The sponsorship will be paid out of the Transient Guest Tax. The Transient Guest Tax is paid by visitors who stay in Liberty's hotels and was approved by voters in 2014. The Tourism Committee sets the annual Transient Guest Tax budget and provides funding for marketing and promotion of Liberty, events, arts and wayfinding. Visit Liberty has sponsored the Liberty Hospital Foundation Half Marathon event as the "Goodie Bag Sponsor" in 2022-2024 for \$5,000.00. In 2025, Visit Liberty increased the sponsorship package for the "Expo Sponsor" to \$10,000.00.

Document No. 10070 was read.

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

Vote: Motion passed unanimously.

Action: Council Member Graham moved to approve the ordinance. Council Member 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. 12232.

- G. Ordinance approving a services agreement with Datafy Analytics for visitor spending and lodging data in an amount not to exceed \$28,055.00

In 2025, the Public Relations Department and Tourism Division began working with Datafy Analytics to provide comprehensive visitor information and a second vendor to provide hotel occupancy data. In 2026, staff recommends moving solely to Datafy, with the addition of a Datafy Lodging module. The new module will provide both hotel (comparable to what was provided by the other vendor) and short-term rental data.

The contract with Datafy Analytics includes a customized dashboard with charts, graphics, maps and tables showing visitor, spending and loading data that are used to help inform discussions related to tourism and special event marketing strategies.

Document No. 10071 was read.

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

Vote: Motion passed unanimously.

Action: Council Member Phillips moved to approve the ordinance. Council Member Hagan 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. 12233.

- H. Ordinance approving a cooperative agreement with the City of Kansas City, Missouri for the NE 104th street improvements from N. Church Road west to the city limits in an amount not to exceed \$2,371,322.00

NE 104th Street between the western city limits and N. Church Road is an important route that connects Liberty, Kansas City, and a diverse body of more than 2,000 students of Liberty North High School. The quarter-mile segment is an unimproved two-lane road with no shoulders, no curb and gutter, no stormwater management, and no safe pedestrian or ADA routes of travel.

TranSystems was contracted for project design and was partially funded for preliminary plan development for improvements to NE 104th, a roundabout design at the intersection of 104th and N Church Roads. The funding agreement with Kansas City will cover only the design, construction and right of way associated with the 104th Street section and not improvements to the intersection of N Church Road.

The city limits of Kansas City do not extend all the way to N Church Road and the Kansas City project cost estimate is at a prorated cost for the northern half of the project cost.

The City of Liberty will continue to work with the planned developer, Aviara (Montage) for the future funding of the NE 104th Street project as part of a developer agreement.

Document No. 10072 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 Watt moved to approve the ordinance. Council Member Hagan 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. 12234.

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 8:07 p.m.

Greg Canuteson, Mayor

Attest:

Deputy City Clerk



**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-16

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Motion to approve the purchase of replacement bunker gear from Dinges Fire in an amount not to exceed \$73,040.00

Summary:

Replacement of bunker gear following manufacture and NFPA recommendations.

Background:

In accordance with current NFPA recommendations and the provisions of the Collective Bargaining Agreement with Local 42, the Liberty Fire Department has established a five-year bunker gear rotation program. This program provides each firefighter with a new primary set of gear at the appropriate interval while retaining their previous set as a secondary ensemble. The second set ensures firefighters have clean, serviceable protective equipment available if their primary gear becomes contaminated during incidents such as structure fires, vehicle fires, or hazardous materials responses.

Staff recommends the purchase of sixteen (16) sets of bunker gear in an amount not to exceed \$73,040.00. This purchase will support the department’s five-year rotation schedule and will also outfit newly hired firefighters who are currently on and will soon complete their probationary period. This approach ensures compliance with safety standards, supports firefighter health and readiness, and maintains operational continuity.

Previous Action (if applicable):

Previously budgeted and approved through the Fire Sales Tax budget.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended: 02/12/2026
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: \$73,040.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	

	Funding Source:	Amount:
--	-----------------	---------

Attachments:

- 1. CSTOC Bunker Gear
- 2. 02072026_DINGESFIRE



To: Citizen Sales Tax Oversight Committee
From: Chris Young
Subject: Bunker Gear
Date: January 14th, 2025

BACKGROUND:

The Fire Department continues with our current bunker gear replacement schedule. This replacement schedule ensures that each firefighter has one set of gear as their primary set and a second set that can be used while the other is being washed after large scale events. This also aligns with the CBA and the current cancer initiatives that are in place.

DISCUSSION:

Our current specifications for bunker gear adjusted several things that were noted to be issues. Our new spec. was written with those changes and sent out for bids. The only company that could meet all of the requirements was Dinges Fire and the Lion bunker gear. Lion Apparel is a Sourcewell provider and is the only company that provides the magnetic enclosure system that the committee requested. This system will save several thousands of dollars in hook-and-loop repairs each year.

Staff recommends the purchase of 17 sets of Lion V-Force bunker gear from Dinges Fire Company in the amount not to exceed \$ 73,040.00

ACTION REQUESTED/RECOMMENDATION:

Staff requests review of the proposal to determine if it meets voter intent.



Dinges Fire Company

243 E Main St.
 Amboy, IL 61310
 Phone: 815.857.2000
 www.DingesFire.com

Bill To:

Liberty Fire Dept. (Liberty, MO)
 C\O: Jason Whitteck
 200 West Mississippi Street
 Liberty, MO 64068

Ship To:

Jason Whitteck Liberty Fire
 200 West Mississippi Street
 Liberty, MO 64068

Quantity	Item	Description	Price	Total
16	Lion-V-Force	LION VForce Set (Coat and Pant) Options: - Lion Reference #: Reference # (NG1Q2377)	\$4,565.00	\$73,040.00

* Sales tax will be applied to customers who have not provided a tax exempt certificate.	Sub Total	\$73,040.00
* Quote Created on 01/06/2026. Pricing valid until 02/07/2026, unless noted otherwise.	Shipping	FREE
* Financing options may be available. Please contact your sales rep for more information and a payment estimate.	Total	\$73,040.00

This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.

Some products may not be able to be cancelled after an order is approved if is a built to spec or custom item. Restocking fees may apply if custom products are cancelled after order and before delivery.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-68

Department: Public Works

Submitted By: Sherri McIntyre, Director
Public Works

Subject: Motion to approve the purchase of fleet trucks from Chuck Anderson Ford for the Public Works Department in an amount to not exceed \$168,617.81

Summary:

To maintain a functional fleet to serve the community, staff evaluates the age, mileage and maintenance cost for the fleet needs. Staff has identified two vehicles for replacement, an F-550 and F-350, and a new vehicle, F-150, that is needed due to the expanded role of the Building Maintenance Division.

Background:

Maintaining a fleet on a rotating cycle is part of good management of overall city assets. Staff has identified two vehicles for replacement and a new vehicle that is needed due to the expanded role of the Building Maintenance Division.

- The super duty F-550 4X4 Chassis truck is used during the winter for plowing snow and salting of the roadways, and in the summer it supports the needs for managing the right-of-way. The price for the F-550 chassis is \$69,413.47.
- The F-350 4x4 Crew Cab Truck will be outfitted for plowing of snow, but not spreading salt, and this vehicle is used by the right-of-way inspection staff. The price for the F-350 crew cab is \$53,080.67.
- The F-150 4x4 Super Cab truck is for the additional needs of the building maintenance staff to transport mowers, snow blowers and other equipment to support additional duties that were included as part of the new fiscal year. The price for the F-150 Super cab is \$46,123.67.

The older F-550 and F-350 will be sold through an online auction service once the new vehicles are in service.

Previous Action (if applicable):

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: February 12, 2026
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X Budgeted:	Line Item: 351-70001-201-000000	Amount: \$122,494.14
	Line Item: 100-70001-202-000000	Amount: \$ 46,123.67
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. PW Truck Order F-550 F-350 F-150



Preview Order 1776 - F5H 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 12/18/2025 11:18:03 Receipt: NA

Dealership Name: Chuck Anderson Ford, Inc.

Sales Code : F53405

Dealer Rep.	Nick Anderson	Type	Fleet	Vehicle Line	Superduty	Order Code	1776
Customer Name	City of Liber	Priority Code	A4	Model Year	2026	Price Level	630

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 CHASSIS CAB DRW/145	\$59625	ENGINE BLOCK HEATER	\$250
145 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$59625	PRO POWER ONBOARD - 400W	\$225
OXFORD WHITE	\$0	SNOW PLOW PREP PACKAGE	\$350
VINYL 40/20/40 SEATS	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
MEDIUM DARK SLATE	\$0	410 AMP DUAL ALTERNATOR	\$215
PREFERRED EQUIPMENT PKG.660A	\$0	EXTERIOR BACKUP ALARM	\$230
.XL TRIM	\$0	DUAL BATTERY	\$0
.AIR CONDITIONING - CFC FREE	\$0	REAR VIEW CAMERA & PREP KIT	\$515
.AM/FM STEREO MP3/CLK	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
5.7L POWER STROKE V8 DIESEL	\$10995	SPECIAL FLEET ACCOUNT CREDIT	\$0
10-SPEED AUTO TORQSHIFT	\$0	FUEL CHARGE	\$0
225/70R19.5G BSW MAX TRAC TIRE	\$215	PRICED DORA	\$0
4.10 RATIO LIMITED SLIP AXLE	\$395	ADVERTISING ASSESSMENT	\$0
PLATFORM RUNNING BOARDS	\$320	DESTINATION & DELIVERY	\$2595
18000# GVWR PACKAGE	\$0		

TOTAL BASE AND OPTIONS
DISCOUNTS
TOTAL

\$69,413.47

MSRP
\$75930
NA
\$75930

ORDERING FIN: QC572 END USER FIN: QC572

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

F-550



Dealership Name: Chuck Anderson Ford, Inc.

Sales Code: F53405

Dealer Rep.	Nick Anderson	Type	Fleet	Vehicle Line	Superduty	Order Code	1777
Customer Name	City of Liber	Priority Code	A4	Model Year	2026	Price Level	630

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 CREW CAB PICKUP/160	\$54000	50 STATE EMISSIONS	\$0
160 INCH WHEELBASE	\$0	SNOWPLOW PREP/CAMPER PACKAGE	\$305
TOTAL BASE VEHICLE	\$54000	ROOF CLEARANCE LIGHTS	\$150
OXFORD WHITE	\$0	JACK	\$0
VINYL 40/20/40 SEATS	\$0	SPLASH GUARDS - FRONT	\$130
MEDIUM DARK SLATE	\$0	SPLASH GUARDS - REAR	\$0
PREFERRED EQUIPMENT PKG.610A	\$0	UPFITTER SWITCHES	\$250
.XL TRIM	\$0	250 AMP ALTERNATOR	\$185
.AIR CONDITIONING - CFC FREE	\$0	TAILGATE STEP	\$375
.AM/FM STEREO MP3/CLK	\$0	TOUGH BED SPRAY IN BEDLINER	\$625
.6.8L DEVCT NA PFI V8 ENGINE	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	FUEL CHARGE	\$0
3.73 ELECTRONIC-LOCKING AXLE	\$430	PRICED DORA	\$0
JOB #1 ORDER	\$0	ADVERTISING ASSESSMENT	\$0
PLATFORM RUNNING BOARDS	\$445	DESTINATION & DELIVERY	\$2595
10600# GVWR PACKAGE	\$0		

TOTAL BASE AND OPTIONS		MSRP	\$59490
DISCOUNTS		NA	
TOTAL		MSRP	\$59490

\$53,080.67

ORDERING FIN: QC572 END USER FIN: QC572

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.
This is not an invoice.*

F-350



Preview Order 1778 - X1L - 4x4 XL SuperCab: Order Summary Time of Preview: 01/12/2026 08:44:14 Receipt: 12/18/2025

Dealership Name: Chuck Anderson Ford, Inc.

Sales Code: F53405

Dealer Rep.	Nick Anderson	Type	Fleet	Vehicle Line	F-150	Order Code	1778
Customer Name	City of Liber	Priority Code	F1	Model Year	2026	Price Level	625

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCAB XL - 145	\$45400	7100# GVWR PACKAGE	\$0
145 INCH WHEELBASE	\$0	FRONT LICENSE PLATE BRACKET	\$0
TOTAL BASE VEHICLE	\$45400	50 STATE EMISSIONS	\$0
OXFORD WHITE	\$0	TOW/HAUL PACKAGE	\$1010
VINYL 40/20/40 FRONT SEAT	\$0	.INTEGRATED TRAILER BRAKE CONT	\$0
MEDIUM DARK SLATE	\$0	EXTENDED RANGE 36GAL FUEL TANK	\$0
EQUIPMENT GROUP 101A	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
.XL SERIES	\$0	BEDLINER-TOUGHBED SPRAYIN*ACCY	\$625
.17" SILVER STEEL WHEELS	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
5.0L V8 ENGINE	\$2340	FUEL CHARGE	\$0
ELEC TEN-SPEED AUTO TRANS	\$0	PRICED DORA	\$0
265/70R 17 BSW ALL-TERRAIN	\$0	ADVERTISING ASSESSMENT	\$0
3.73 ELECTRONIC LOCK RR AXLE	\$0	DESTINATION & DELIVERY	\$2595
TOTAL BASE AND OPTIONS			MSRP \$51970
DISCOUNTS			NA
TOTAL			\$51970

\$46,123.67

ORDERING FIN: QC572 END USER FIN: QC572

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.
This is not an invoice.*

F-150



**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-70

Department: Public Works

Submitted By: Sherri McIntyre, Director
Public Works

Subject: Motion to approve the purchase of a new dump truck from Premier Truck Group for the Public Works Department in an amount not to exceed \$109,497.38

Summary:

Staff is recommending the purchase of a new dump truck from Premier Truck Group for an amount of \$109,497.38

Background:

The annual Capital Improvement Plan, completed with the annual budget, has allocated funds for the purchase of equipment needed for the delivery of services for the city. Public Works staff has identified the need to replace an aging dump truck. We use Freightliner Trucks for consistency of the fleet vehicles. The dump truck is used throughout the year. It is a heavy-duty truck for salting and plowing streets in the winter, and hauling rock, asphalt, and other items the rest of the year.

Premier is part of the Sourcewell bidding process that allows us to sole source the procurement of fleet vehicles.

The cost estimate for a Freightliner 108SD Plus, snowplow-end Dump Chassis is quoted for \$109,497.38.

Previous Action (if applicable):

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: Feb 2026
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
	Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 351-70001-201-000000	Amount:\$109,497.38
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Premier Truck Group 2026 Freightliner Dump Truck Chassis



Purchase Agreement and Acknowledgement

Department: _____
 Contract Date: _____
 Deal Packet: _____
 Branch: _____
 Salesperson: _____

Stock#: VIN:Plow-End Dump New 2027 FREIGHTLINER 108SD PLUS Price: \$109,097.38
 fuel

Total Price	<u>\$109,097.38</u>
Documentary Fee	\$400.00
Total	<u>\$109,497.38</u>
Net Total	<u>\$109,497.38</u>

27MY Freightliner 108SD+ Rev 1
 Snowplow-End Dump Chassis
 Cummins L9 360hp- Allison 3000RDS
 18,000 lb Front Axle
 41k GVW

Chassis to be funded before any equipment is installed by a TEM or the city per PTG policy.

Prices subject to change and may include surcharges/fees relating to raw material prices, tariffs, or government mandated requirements (see attached Terms and Conditions). License & Registration costs are not included.

Initials:

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

 PURCHASER'S SIGNATURE TITLE DATE

 ACCEPTED BY

 CO-SIGNER'S SIGNATURE TITLE DATE

 AUTHORIZED SIGNATURE

Purchase Agreement Terms and Conditions

1. **TRADE(S).** Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Dealer, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. **PRICING.** If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges, incremental fees or other increases to the factory invoices (whether relating to commodities, government mandated requirements, raw materials, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle and Purchaser shall be responsible for paying any applicable surcharges, fees or other increases. As a result, Purchaser acknowledges that the total prices for vehicles not in stock are estimated.

3. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

4. **CANCELLATION.** Purchaser may cancel this order only if Dealer is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Dealer reasonable and proper cancellation charges and expenses.

5. **TRANSFER LIMITATION.** Purchaser represents and warrants that it is the intended end user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of delivery of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to another owner in any manner without the prior written consent of Dealer.

6. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.

7. **DELIVERY.** All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.

8. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Dealer's opinion, are necessary to improve the Vehicle. Purchaser agrees to accept any such changes as fulfillment of Dealer's obligations under this order.

9. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

10. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehicle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.

11. **GENERAL**

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
- In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including reasonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of: (a) Purchaser's or others' use of the Vehicle(s) after Purchaser takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:

Trade Terms and Conditions

DOCUMENTATION:

- A valid certificate of title in the name of the Dealer must be provided with each vehicle being traded in.
- The above title must show all liens filed against the truck which can be verified at time of trade.
- A valid copy of Form 2290 (Federal Highway Use Tax) showing proof of payment of all past and current taxes must be provided with each vehicle.
- If major repairs have been performed recently, copies of invoices or repair orders will be required for repair verification to prospective purchaser.

TIRES, WHEELS & BRAKES:

- Matched tread steer tires will be required to have at least 50% (11/32") original tread depth with normal tread wear patterns.
- Matched tread drive tires must be: original tread only (no re-caps). Re-cap or original tread tires are acceptable.
- Matched tread drive tires will be required to have a minimum of 11/32" if original tread or 15/32" tread depth if recaps. Tires must exhibit even tread wear patterns.
- All tires and wheels must be of the same size and be capable of passing at State and Federal DOT inspections.
- Brakes must have a minimum of 50% lining remaining. Vehicle braking system must be capable of passing all State and Federal DOT inspections.

EXTERIOR CONDITION:

- Vehicle's cab, hood, bumper, and air fairings (top and side) should be free of damage. If damage exists, the maximum allowable (including paint) will be \$250.00.
- All cab glass must be serviceable and capable of passing all State and Federal DOT inspections.
- Frame rails must be capable of passing all State and Federal DOT inspections.

INTERIOR CONDITION:

- Cab interior controls should be in good operating condition. Seats, carpet, and upholstery should be in good condition and show no more than normal wear and tear based on the age and mileage of the vehicle.

MECHANICAL COMPONENTS:

- Engine should be free from defects and oil leaks and be capable of passing a dynamometer test for power and blow by based on specific engine manufacturers published standards.
- Vehicles electrical, HVAC, and if applicable, auxiliary power unit (APU), should be in good working order.
- Transmission, clutch, drivelines, and rear axles should be in good working condition and be capable of passing all State and Federal DOT inspections.

PAYOFF ADJUSTMENTS:

- If the payoff balance of the trade(s) should exceed the approximate payoff amount used for this transaction, the Purchaser agrees to pay the difference between the approximate payoff and the actual payoff amount of the vehicle(s) traded. If the payoff balance of the trade(s) is less than the approximate payoff amount used for this transaction, the Dealer agrees to refund the difference to the Purchaser.

DELIVERY OF TRADE(S):

The Purchaser will deliver the trade(s) to: _____

The Dealer will pick up the trade(s) from: _____

- This transaction will not be complete unless the trade(s) has been received per the trade terms and conditions listed above.
- The Terms of Payment conditions on Pg. 2, Section 2 of this Agreement will apply if the delivery of the trade(s) is late or delayed due to trade terms.
- Delivery of the new vehicle(s) will coincide with receipt of the trade(s) unless other delivery arrangements have been agreed to by both parties.

Other delivery arrangements: _____

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:



**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-69

Department: Public Works

Submitted By: Sherri McIntyre, Director
Public Works

Subject: Motion to approve the purchase of equipment to outfit a new dump truck and new Ford F-550 Chassis from Knapheide Truck Equipment Center for the Public Works Department in an amount not to exceed \$228,807.00

Summary:

Purchase of a new stainless steel bed, salt spreader, calcium tank and spreader, and plow for the new Ford F-550 for \$49,456.00.

Purchase of a new dump bed, stainless steel salt spreader, calcium tank spreader, and plow for the Freightliner Dump Truck for \$179,351.00.

Background:

The annual Capital Improvement Plan completed with the annual budget, has allocated funds to maintain the current fleet of trucks for the maintenance of infrastructure and delivery of services for the City. The new truck chassis are purchased through a truck sales point and then outfitted at a separate location. Knapheide is the vendor selected through Sourcewell purchasing consortium.

Maintaining an operational fleet is critical for service during winter weather events, and to transport material such as rock and asphalt for roadway maintenance year round.

Staff is recommending the purchase of the equipment to outfit a new dump truck and Ford F-550 truck.

Previous Action (if applicable):

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Feb. 12, 2026
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X Budgeted:	Line Item: 351-70001-201-000000	Amount: \$228,807.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	

	Funding Source:	Amount:
--	-----------------	---------

Attachments:

- 1. Knapheide Snow Equipment for Dump Truck
- 2. Knapheide Snow Equipment for F-550



Seller: Knapheide Truck Equipment Center Kansas City
 9001 NE PARVIN RD
 KANSAS CITY, MO 64161-8332
 1 (816) 472-4444
 www.knapheide.com

QUOTE: QU-43-
1035455-1
Quote Expiration:
01/30/2026

Contact(s): Anthony Williams (Outside Sales)
 awilliams@knapheide.com
 8169142098

Eric Voorvart (Inside Sales)
 evoorvart@knapheide.com
 8164146120

Eric Voorvart
 evoorvart@knapheide.com

Customer: Liberty City Of

ID: 99121
Address: 101 E KANSAS ST

Phone: 8164394545
Contact: Lance Spainhower

Terms: NET 30 DAYS
Bid Spec: 108SD Freightliner with 89.91 cab to axle

LIBERTY, MO 64068-2313

Description: 10ft Duraclass LH316 body

Quote Information:

Customer Request Date:
Quote Completed Date: 01/26/2026
Date: 01/26/2026 09:59 AM CST
of Units: 1

Delivery Information:

Total Price Includes F.O.B.:
Ship Via: Customer Pick Up
Ship To: Knapheide Kansas City
 9001 NE PARVIN RD
 KANSAS CITY, MO 64161-8332

Seq.	Description	Item	Quantity	Total
1	2751903 MABPS-LH316-84-120-40/26/36-1821-6YD-P LH316 dump bed	36381557	1.00	22,724.62
	Body Style.....SQUARE SS			
	Body ID.....84			
	Body OD.....96			
	Body Length.....10 FT			
	Hoist Model.....*.....BUILT FOR R40-60			
	Frame Style.....TRAPEZOIDAL			
	Crossmember Spacing.....NO CROSSMEMBERS			
	Floor Style.....45 DEG 8 INCH BEVEL			
	Front Style.....STRAIGHT			
	Rear Style.....STRAIGHT			
	Tailgate Style.....DOUBLE ACTING			
	Front Height.....40			
	Side Height Front.....26			
	Side Height Rear.....26			
	Rear Height.....36			
	Front Material.....SHEET-10GA 201SS 2B			
	Side Material.....SHEET-10GA 201SS 2B			
	Rear Material.....SHEET-10GA 201SS 2B			
	Floor Material.....SHEET-7GA 201SS 2B			
	Longmember Material.....SHEET-7GA 201SS 2B			
	Rear Cornerpost Material.....STAINLESS			
	Rear Apron Material.....STAINLESS			
	Side Bracing.....1 HORIZONTAL			
	Slanted Brace Quantity.....0			
	Overhang.....12			
	Asphalt Rear.....NO			
	Rear Cornerpost Width.....16			
	Tailgate Release Style.....MANUAL W/GREASE			
	Upper Tailgate Hardware.....1 THICK HINGE PLATE			
	Tailgate Bracing Style.....1 HORIZONTAL/2 VERTICALS			
	Coal Chute.....NO			
	Coal Chute Style.....NA			
	Coal Chute Location.....NA			
	Fender.....NO			
	Left Front Ladder.....NO			
	Right Front Ladder.....NO			
	Left Rear Ladder.....NO			
	Right Rear Ladder.....NO			
	Lower Rail.....1/4 X 2 FLAT			

	Upper Rail.....NO Steps Inside Body.....NO Rear Cornerpost Light Cutouts.....2 OVALS - NO REAR MARKER 1272097 1/2 SIZE 10 GA. 201 SS C/S, WELDED 1500154 LED LIGHT KIT LESS HARNESS 1500264 DURACCLASS WIRING HARNESS			
2	Crysteel hoist assembly & hoist install kit w/ backup alarm 1379124 ASSY FRAME/CYL/SF RC860 10' GR/RP 1623106 CARTON HOIST INSTALL RC540-860 1500152 BACK-UP ALARM 230 PRECO Includes body prop kit	36381557	1.00	4,506.42
3	Force America Central hydraulics QT001-2067626-2 1205056 Wet Spline, 12V Elec/Hyd Shift, Rotatable ISO 7653 Pump Mount - DIN 5462 Shaft 281GGFJW-B8RY (281-12) SPA 1063355 5.61cid - CW Rot - 4 Bolt Din - 8 X 32 X 35 Din Shaft - #24 x #12 RR ORB - Comp=2,250psi / Max 5800pis W/Fitting Kit TXV92-R-KIT 1084357 Full Port 2" NPT Brass Ball Valve 600 PSI S95I41 1180811 6000 psi Filter - 25 Micron Microglass - 435 psi Delta P - Single End Open - Nitrile Seals - Dual #16 or 1-1/2" SF Ports - 102 psi Bypass Valve - SS Vis. Elect. Indicator - SAE 16 / 1-1/2" SF Code 62 Metric Ports - 24 lbs. HP3.170-0014 1097336 CFG-007858 VT35G2-B-PP-CFG 1039496 Temp/level Sender 158 Degree F 30 Gal With Slosh Shield Vt-35 S2-TSM10-L212-AC-DN-SS 1083730 Double Relief Cushion Valve #10 Ports Pre-set 1800 PSI DXV-10-1800 1061806 Plow Coupler Kit w/Dust Caps - Single Acting Lift Plus Plow Angle H3X3 1061809 Coupler Kit - Sander With Dust Caps H4-6-8X1 1090718 CFG-127407 H4X1 PREWET COUPLER KIT W/DUST CAPS SAF KIT-CFG 1090630 CFG-177258 G2AAF10-4RC-Z3-4-2-2-2 G2AAF10-4RC-Z3-4-2-2-2 VALVE FUNCTIONS: DA HOIST W/DOWNSIDE RELIEF/ SA PLOW LIFT/ DA PLOW ANGLE/ 10GPM PREWET/ 10GPM SPINNER/ 17GPM CONVEYOR F-A KIT-CFG 1090624 CFG-177346 MPJC-5100EX-3-ULTRA-DT-LIBERTY,MO MPJC-5100EX-3-ULTRA-DT-LIBERTY,MO KIT INCLUDES ULTRA ARM WITH HOIST AND PLOW JOYSTICKS. 4 ON/OFF SWITCHES AND 1 ON)-OFF-(ON) SWITCH. FLOOR MOUNT KIT. PREWET AND GRANULAR FEEDBACK KITS. 5100EX SPREADER CONTROLLER. THE SIDE INVIEW SWITCH PANEL AND SWITCHES HAS BEEN REMOVED.	35081005	1.00	33,437.32
4	Henderson Snow & Ice Package FSH 10FT Stainless Steel Salt Spreader FSH-2 50" hopper height 10' Hopper Length 304 SS Hydraulic Henderson PWS Liquid Pre-Wet Kit 304SS support frame w/ 2-75 gallon poly tanks RSP/OWP 11ft Stainless Steel front plow blade with plow jack 11ft 304 SS with back of moldboard painted Orange , full trip edge, 5/8 cutting edge	35081005	1.00	77,507.71
5	D-Ring, B50 Weld-On 15,586lb Working Load Limit 3" Inside Width x 4" Inside Length x 1" Diameter	30908640	2.00	26.36

	Weight: 4.75lbs			
6	Install Bolt On D-rings B-40 or Larger, Weld On	35139136	2.00	239.68
7	TARP SYSTEM, 3-SPRING	35461063	1.00	1,323.88
8	45 DEGREE ANGLES	35461057	1.00	56.43
9	84in (7ft) X 14ft Black Mesh Tarp	35461189	1.00	104.71
10	Miscellaneous Hoses and Fittings for Hydraulics	34995113	1.00	5,194.80
11	LED Mini Light Bar, Ecco 5580A Amber Permanent Mount 18 Flash Patterns 15" Wide x 9" Deep x 2.5" High	34989087	1.00	235.60
12	Install 5580A	34995222	2.00	279.74
13	Provide/Install 7-Way Flat Trailer Plug	35138977	1.00	83.61
14	50 Ton Pintle Hook, Holland PH410RA11 Rigid Mount with Air Cushioned Snubber Drawbar Eye Dimensions: 2.38"-3" with 1.25"-1.63" Diameter Section Maximum Gross Trailer Weight Rating: 100,000lbs Maximum Vertical Load Rating: 20,000lbs Tested in Accordance with SAE J847 (Type II)	34997656	1.00	371.55
15	6-WAY CONNECTOR SOCKET W/RUBBER BOOT	35595174	1.00	8.81
16	PGN Platform Extension Adapter 20" Long Not for Use on Ram 1 Plug / 2 Plug	35593369	1.00	93.49
17	AW 32 Hydraulic Oil, (1) Gallon	35593348	30.00	394.20
18	LED FLASHER OVAL AMB/CLEAR	35439681	2.00	126.38
19	WINCH RATCHET TIE DOWN 4"	35594814	2.00	988.62
20	KIT ARM FLOOR MOUNT 9989A001	35594569	1.00	488.45
21	FENDER BLACK 22.5	35450272	2.00	386.24
22	SS BOLT KIT FOR FENDERS	35594446	1.00	504.97
23	TOOLBOX STAINLESS STEEL 18X18X2 4 W/POL DR	34977898	1.00	494.45
24	KTEC Kansas City Mud Flap 24" Wide x 36" High x 1/4" Thick Black Rubber	35594548	1.00	23.31
25	SS LATCH BAR FOR SPREADER	35430351	1.00	379.65
26	HEAVY DUTY PLOW LIGHTS	35594765	2.00	268.84
27	BRACKET KIT PLOW LIGHT SST	34981124	1.00	93.30
28	Install dump body, hoist, backup alarm, plow, spreader, per-wet, central hydraulics, hitch, 7-way & 6-way	34995222	185.00	25,875.95
29	CHANNEL STAINLESS STEEL	35593608	1.00	46.12
30	1-1/4" SS ROUND #304	35593607	2.00	76.16
31	Miscellaneous Material, Steel	34977080	1.00	649.38
32	Kit, Pintle fl 114SD 50T	35234615	1.00	2,080.51
33	Install Pintle Plate Hitch, Bolt-On or Weld-On	36292923	1.00	279.74
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			Subtotal:	\$179,351.00
			Total:	\$179,351.00

Customer PO

Total Price

Credit Card Policy: We accept MasterCard, American Express, Visa, and Discover cards for payment.

Cancellation Policy: All cancellation requests must be made in writing. Upon any request for cancellation, any costs incurred by Knapheide during the fulfillment of Orders placed pursuant to this Quote shall be paid at 100%. Payments for cancellation are due in full at time of cancellation and/or upon cancellation of installation. Quoted prices are only guaranteed for orders placed as of the date specified on the Quote unless otherwise stated herein.

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: All prices reflect the latest price in U.S. Dollars. Any order placed pursuant to this Quote shall be subject to these Terms and Conditions contained herein. These Conditions shall serve to exclude all other terms or conditions of purchase or other conflicting terms or conditions which may be issued, provided or referred to by Customer, all of which are hereby disclaimed or rejected, except insofar as any terms are expressly accepted in writing with an Authorized Knapheide Representative's written signature. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any deviation therefrom may result in price change. In addition, additional costs may be incurred in the process of fulfilling orders placed pursuant to this Quote and Knapheide reserves the right to adjust costs accordingly, including but not limited to, reprogramming fees, etc. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Kansas City terms and conditions as stated above.

_____	_____	_____	_____
Customer Signature	Print Name	Title	Date
_____	_____	_____	
Dealer Code	Dealership	Location	
_____	If the chassis is customer supplied, Knapheide may require a chassis spec sheet		
VIN			



Seller: Knapheide Truck Equipment Center Kansas City
 9001 NE PARVIN RD
 KANSAS CITY, MO 64161-8332
 1 (816) 472-4444
 www.knapheide.com

QUOTE: QU-43-
 1034132-2
 Quote Expiration:
 02/27/2026

Contact(s): Anthony Williams (Outside Sales)
 awilliams@knapheide.com
 8169142098

Eric Voorvart (Inside Sales)
 evoorvart@knapheide.com
 8164146120

Eric Voorvart
 evoorvart@knapheide.com

Customer: Liberty City Of

ID: 99121
 Address: 101 E KANSAS ST

Phone: 8164394545
 Contact: Lance Spainhower

Terms: NET 30 DAYS
 Bid Spec:

LIBERTY, MO 64068-2313

End Customer: Liberty City Of

Description: 9ft Crysteel SS Dump bed with Fisher Plow

Quote Information:

Customer Request Date:
 Quote Completed Date: 01/08/2026
 Date: 01/08/2026 10:36 AM CST
 # of Units: 1

Delivery Information:

Total Price Includes F.O.B.:
 Ship Via: Customer Pick Up
 Ship To: Knapheide Kansas City
 9001 NE PARVIN RD
 KANSAS CITY, MO 64161-8332

Vehicle Information:

Make: Ford
 Chassis Type: Chassis Cab
 Rear Axle Type: DRW
 Fuel Type: Diesel
 GVWR: 19500

Model: F-550
 Cab Type: Regular
 Drivetrain: 4x4
 Transmission Type: Auto

Year: 2026
 Cab to Axle: 60
 Engine Size: 6.7
 Wheelbase: 145

Seq.	Description	Item	Quantity	Total
1	1.00 STIP-87/96-0900-02Y-LBDUMP-40/12/18QM-RG 2278316	36381557	1.00	14,918.52
	Truck Model..... FORD F-350			
	Body Style..... STIP			
	Body ID..... 87			
	Body OD..... 96			
	Body Length..... 9 FT			
	Hoist Model..... LBDUMP			
	Stainless Option..... STAINLESS STEEL ALL			
	Heavy Duty Option..... NO			
	Frame Style..... WESTERN TUBULAR			
	Longbeam Material..... 10GA 201 STAINLESS STEEL			
	Crossmember Spacing..... N/A			
	Longbeam Height..... 7 INCH			
	Front Style..... 1/4 INTEGRAL CABSHIELD			
	Side Style..... BOTH RIGID			
	Tailgate Style..... DOUBLE PANEL QUICK DROP			
	Tailgate Release Style..... MANUAL			
	Front Height..... 40			
	Side Height..... 12			
	Tailgate Height..... 18			
	Front Material..... 10GA 201 STAINLESS STEEL			
	Side Material..... 12GA 201 STAINLESS STEEL			
	Tailgate Material..... 10GA 201 STAINLESS STEEL			
	Floor Material..... 10GA 201 STAINLESS STEEL			
	Window..... 9 X 35 TAPERED			
	Quick Drop Handle Location..... RIGHT			
	Patchgate..... NO			
	Patchgate Location..... N/A			
	Box Top Rail..... YES			
	Vertical Side Ribs..... NO			
	Vertical Tailgate Ribs..... NO			
	Full Height Front Board Pockets..... NO			



	Full Height Rear Board Pockets..... NO			
	Rear Lights..... LED MARKERS			
	Rear Oval Light Cutouts..... NO			
	Front Lights..... NO			
	Primer Option..... NONE			
	Rustproof Longsills..... YES			
2	Assy Frame/CYYL/SF LBS-516 9'	35888144	1.00	2,204.82
3	Carton FCS Install Kit, Crysteel 2447008, LBS-516	35888166	1.00	167.52
4	Hydraulic Electric Kit, Crysteel 2447005, LBS-516 Hyd Kit Electric DA LBS-516 Poly 09	35888169	1.00	655.91
5	6" Poly Side Boards, Crysteel 1645689, 9' Dump Body	35434606	1.00	231.40
6	Fuel Fill Neck, Hillsboro 71989	35446705	1.00	17.80
7	Mud Flap Support Bracket 24" Long x 7" High Part Of Kit AT3748D	36664539	2.00	147.78
8	Anti-Sail Brackets, Buyers 405BC Chrome Plated Pair for 24" Wide Mud Flaps	34978562	2.00	39.68
9	KTEC Kansas City Mud Flap 24" Wide x 30" High x 1/4" Thick Black Rubber	36639210	2.00	19.86
10	Install Dump Body with Cab Protector, No Hoist	35138960	1.00	972.88
11	Install DEF Filler Neck and Bracket	35139057	1.00	68.30
12	Install Fuel Tap in OEM Fuel Line	35139150	1.00	227.20
13	Install Sub Frame Hoist	35138928	1.00	846.66
14	Install Mud Flaps and Anti-Sail Flap Brackets	35139076	1.00	121.61
15	AW 32 Hydraulic Oil, (1) Gallon	35593348	3.00	35.46
16	Factory Rearview Camera Kit, Ford	20118570	1.00	47.47
17	Install OEM-Supplied Back Up Camera to OEM Monitor *When Chassis is ordered with OEM Back-Up Camera Option	35139058	1.00	197.66
18	Class V Receiver Hitch with Integrated ICC Bumper 2.5" Receiver Tube 21,000lb Maximum Gross Trailer Weight 4,200lb Maximum Tongue Weight For 2017 or Newer Ford F350-550 Black Weight: 110lbs **Do Not Exceed the Towing Capacity Specified by the Chassis Manufacturer if it is Less Than the Above Stated Capacity**	33931779	1.00	445.08
19	Install ICC/Receiver Hitch Combo	35138972	1.00	454.39
20	7-Way Flat Trailer Plug, Pollak 11-893 Number of Contacts: 7 Voltage Rating: 12VDC Current Rating: 30A Material: Nylon Dust and water resistant Terminal pins are tin-plated copper alloy providing higher conductivity and less resistance Silicone sealed at the back of socket to prevent moisture Complies with the SAE J2863 and the SAE USCAR-2 specs Dimensions: 4.13" x 3.78" X 2.87" Weight: .26 Ounces	12254587	1.00	9.99
21	PGN Platform Extension Adapter 20" Long Not for Use on Ram 1 Plug / 2 Plug	35593369	1.00	84.06

22	Install 6-Way or 7 Way Trailer Plug	35139109	1.00	101.76
23	BRACKET MOUNTING KIT 24in BOLTED	34977847	4.00	375.52
24	30" Underbody Truck Tool Box, Buyers 1702603 14 GA Stainless Steel Body Construction 16 GA Stainless Steel Door Compression Latch 30" Wide x 18" High x 18" Deep Weight: 72.50lbs Installed under body, one per side- Key boxes alike	34977899	2.00	1,060.68
25	Install under body tool boxes Installed under body, one per side- Key boxes alike	34995222	4.00	486.44
26	Salt Spreader, 4 Yard Hopper, Western Products 32540 Western Marauder 4 Yard Hopper S400C 9 Ft Salt Spreader Drag Chain Stainless Steel Electric 16" Conveyor Width Tie-Down Ratchet Straps Rear Dump Button Rear Work Light button Spreader Size: 3.5-4.5 Cu. Yards Spreader Brand: Western Spreader Style: Inbed Spreader Drive Type: Electric Spreader Feed Type: Pintle / Drag Chain Spreadable Material: #1 Bagged Salt, Brine, Bulk Salt, Sand	35462970	1.00	10,852.10
27	Install salt spreader	34995222	5.00	673.15
28	SS LATCH BAR FOR SPREADER	35430351	1.00	341.33
29	Install tailgate latch for salt spreader	34995222	1.00	121.61
30	200 Gallon Pre-Wet/DLA System, Western/Fisher/SnowEx 93270 (4) 50 Gallon Tanks 12v Motor, 7 GPM Capacity, 5 GPM System Output Integrated, In-Cab On/Off Control Nested with Hopper	35708052	1.00	3,708.05
31	Install Pre-Wet kit	34995222	3.00	403.89
32	VIBRATOR KIT - FLEET FLEX	35389003	1.00	354.64
33	VIBRATOR ADAPTER SER KIT	35389004	1.00	53.41
34	Install vibrator	34995222	1.00	134.63
35	BLADE ASSY. 9"HD2	35443027	1.00	1,902.61
36	Off-Road Truck Kit, Fisher 97200-3	35654002	1.00	3,604.34
37	FISHER 85100 HAND HELD FLET FLEX SYS	35378801	1.00	418.48
38	Fisher Mount kit Ford	35378796	1.00	645.91
39	Fisher SnoFoil HD2/HDX	35378774	1.00	460.24
40	Snow Plow Harness Kit, Western / Fisher 85973-2, Ford 3-port Isolation Module Lighting System with Halogen Vehicle Lighting	35837364	1.00	236.43
41	Module, Western 29070-1, (3) Port, DRL/Non-DRL	35004298	1.00	138.15
42	Headlight Kit, Western / Fisher / SnowEx 72530, Halogen Halogen Pair	35005175	1.00	391.54
43	install snow plow & deflector kit	34995222	8.00	1,077.04
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			Subtotal:	\$49,456.00
			Total:	\$49,456.00

Customer PO

Total Price

Credit Card Policy: We accept MasterCard, American Express, Visa, and Discover cards for payment.

Cancellation Policy: All cancellation requests must be made in writing. Upon any request for cancellation, any costs incurred by Knapheide during the fulfillment of Orders placed pursuant to this Quote shall be paid at 100%. Payments for cancellation are due in full at time of cancellation and/or upon cancellation of installation. Quoted prices are only guaranteed for orders placed as of the date specified on the Quote unless otherwise stated herein.

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: All prices reflect the latest price in U.S. Dollars. Any order placed pursuant to this Quote shall be subject to these Terms and Conditions contained herein. These Conditions shall serve to exclude all other terms or conditions of purchase or other conflicting terms or conditions which may be issued, provided or referred to by Customer, all of which are hereby disclaimed or rejected, except insofar as any terms are expressly accepted in writing with an Authorized Knapheide Representative's written signature. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any deviation therefrom may result in price change. In addition, additional costs may be incurred in the process of fulfilling orders placed pursuant to this Quote and Knapheide reserves the right to adjust costs accordingly, including but not limited to, reprogramming fees, etc. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Kansas City terms and conditions as stated above.

_____	_____	_____	_____
Customer Signature	Print Name	Title	Date
_____	_____	_____	
Dealer Code	Dealership	Location	
_____	If the chassis is customer supplied, Knapheide may require a chassis spec sheet		
VIN			



**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-34

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: Resolution approving a temporary event liquor license for the St. James Catholic School annual fundraiser at St. James Church, 309 S. Stewart Road, Liberty, MO on November 7, 2026

Summary:

Temporary event liquor license for St. James Catholic School annual fundraiser at St. James Church

Background:

In 2003, the City Code was amended, adding a temporary liquor license for events of short duration (7 days or less). Patterned after the State’s license, this temporary liquor license allows any church, school, civic, service, fraternal, veteran, political or charitable club or organization to sell or serve alcohol, upon approval of the license by the City Council.

St. James Catholic School has applied for a temporary liquor license to serve alcohol at the St. James Catholic School annual fundraiser to be held on November 7, 2026, from 6 p.m. to 11 p.m. 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.

The City Code requires all paid employees of a business with a liquor license to obtain liquor dispensing permits. Unpaid staff are exempt from this requirement. It is the responsibility of the applicant to ensure that all individuals working with alcohol and consuming alcohol at the event meet age and other requirements.

Council approval and a state license must be in place before the City issues its temporary liquor license.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. RESOLUTION St. James Catholic School Annual Fundraiser

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR
LICENSE FOR THE ST. JAMES CATHOLIC SCHOOL ANNUAL FUNRAISER
AT ST. JAMES CHURCH, 309 S. STEWART ROAD, LIBERTY, MO
ON NOVEMBER 7, 2026

WHEREAS, a temporary event liquor license application has been duly and properly presented to City Council; and

WHEREAS, the City Council finds that the application duly conforms to the standards and requirements of Chapter 3, Liberty Code of Ordinances, as amended;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a temporary event liquor license is hereby approved for issuance to the St. James Catholic School Annual Fundraiser at St. James Church, 309 S. Stewart, Liberty, Missouri, on Saturday, November 7, 2026 with the following stipulation:

1. No license shall be issued by the City until proof is provided of the State of Missouri having issued a temporary liquor license for the same event.

PASSED by the City Council this _____ day of _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-75

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: Resolution approving a Liberty Community Center alcoholic beverages service application for a private event to be held on March 13, 2026

Summary:

- Liberty Community Center Alcoholic Beverages Service Application for a private event to be held on March 13, 2026, from 6 p.m. to 9:30 p.m.
- Written notice of the request was provided to the Liberty School District (only property owner within 100 feet of the proposed location).

Background:

Section 311.080 of the Missouri Revised Statutes states that “No license shall be granted for the sale of intoxicating liquor, as defined in this chapter, within one hundred feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent in writing of the board of alderman, city council, or other proper authorities of any incorporated city, town or village. Such consent shall not be granted until at least ten days’ written notice has been provided to all owners of property within one hundred feet of the proposed licensed premises.

Alena Hoeffling is hosting a private event to be held at the Liberty Community Center on March 13, 2026, from 6 p.m. to 9:30 p.m. The applicant has completed an LCC Alcoholic Beverages Service Application, requesting authorization to serve alcohol at the event. This is a private event, so a catering permit is required. In accordance with the statute, written notice was provided to the Liberty School District (only property owner within 100 feet of the proposed location) on February 12, 2026, notifying them of the application and the meeting date that Council will consider the application. The staff have confirmed School District receipt of the notice and Liberty Middle School has a musical performance that day.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. RESOLUTION LCC liquor application_Alena Hoeffling

RESOLUTION NO. _____

A RESOLUTION APPROVING A LIBERTY COMMUNITY CENTER ALCOHOLIC BEVERAGES SERVICE APPLICATION FOR A PRIVATE EVENT TO BE HELD ON MARCH 13, 2026

WHEREAS, a Liberty Community Center Alcoholic Beverages Service application has been duly and properly presented to City Council; and

WHEREAS, the City Council finds that the application conforms to the standards and requirements of the Alcoholic Beverage Policy for Liberty Parks and Recreation Facilities; and

WHEREAS, Section 311.080 of the Missouri Revised Statutes states that no license shall be granted for the sale of intoxicating liquor, as defined in this chapter, within one hundred feet of any school, church or other building regularly used as a place of religious worship, unless the applicant for the license shall first obtain the consent in writing of the board of alderman, city council, or other proper authorities of any incorporated city, town or village; and

WHEREAS, in accordance with Chapter 311 of the Missouri Revised Statutes, 10 days' written notice was provided to all owners of property within 100 feet of the proposed premises;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that the LCC Alcoholic Beverages Service Application is approved and consent is hereby granted to Alena Hoeffling for a private event requiring a license to be held at the Liberty Community Center on March 13, 2026 from 6:00 p.m. to 9:30 p.m.

PASSED by the City Council this ____ day of _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

City Council Meeting

Special Regular Session Minutes

December 15, 2025

I. CALL TO ORDER

A special regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on December 15, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

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

Council Members Absent: None

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

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

II. APPROVE MINUTES AND SUMMARIES

III. MEETING SCHEDULE

IV. CONSENT AGENDA

A. Resolution appointing directors to the Liberty Parkway Plaza Community Improvement District Board of Directors

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3514.

V. PUBLIC HEARINGS

A. Resolution approving a Final Development Plan for Metrobloks, a 177,000 sq. ft. building at 2515 Old Hughes Road in the City of Liberty, Clay County, Missouri (P&Z Case 25-61FDP)

The applicant's proposal includes approximately 177,000 square feet of space, 88,500 sq. ft. on each floor, in a two-story building. The applicant, Metrobloks, is proposing a data center use in this location. This is the first of a three-building proposal for the site. Data centers are an appropriate use in an industrially zoned district.

The site is proposed north of Garrison Road, between Hughes and S. Withers Roads on the south side of South Liberty Parkway. The project is proposed on 1 lot. Future phases will also be located on the same lot. There are two proposed entrances to the site from the new Hughes Road. There will be a stormwater maintenance area on the southwest corner of the property.

There will be 2 proposed entrances to the site from Hughes Road. All internal drives will be private. There are 35 proposed parking spaces (4 of them designated as accessible). The parking UDO Section 30-83.2.5 states "All mixed-use buildings and industrial uses, including warehouse facilities shall be determined on a case-by-case basis."

The proposed open space exceeds the 20% requirements of the code. Each future phase will be required to also meet the standard. 62 large and 35 ornamental trees and 354 shrubs are planned throughout the building site which meets the landscaping standards outlined in the UDO.

The building is proposed to be precast concrete panels. The corners of the building will be a mix of glass storefront windows and concrete panels. These materials are appropriate in an industrial district.

The applicant is requesting a variance from Section 30-78.3 (Fences and Screening Standards) of the City of Liberty Unified Development Ordinances to allow an 8-foot-tall security fence around the perimeter of the property.

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

Hope Martin, Engineering Design Manager with Metrobloks thanked the City Council for their time tonight. Metrobloks is a data center development firm made up of individuals who have been in the data center industry for a while. Ms. Martin informed the public and City Council that they are building a multi-tenant data center building meaning that several enterprise companies will be leasing space and capacity inside Metrobloks. The users of this type of data center are usually large organizations like healthcare systems, educational institutions, banks and financial institutions. The data stored is the day-to-day digital infrastructure these users rely on like email servers, cloud storage, analytics platforms and secure applications.

Ms. Martin stated Metrobloks data center project is much different from a hyperscale project in that only 33 acres are used versus hundreds of acres, this project will use 150 MW of utility power versus 1,000 MW, the water usage is zero gallons per day for cooling through a closed loop system, filled once. It will use eighty-five percent less water than a standard office building of its size and will also use visual screening to appear like an office building, acoustic screening to mitigate equipment noise and photometric screening to reduce light.

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

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3515.

B. Ordinance amending Chapter 30, "Unified Development Ordinance", of the Code of the City of Liberty, Clay County, Missouri (P&Z Case 25-57A)

Document No. 10053 was read.

Action: Council Member Phillips moved to postpone consideration of the ordinance to January 12, 2026. Council Member Pozel seconded the motion.

Vote: Motion passed unanimously.

VI. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance acknowledging vendor payments for the period of November 28, 2025 to December 5, 2025

Document No. 10054 was read.

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

Roll Call

Vote: Motion passed 7-0-1

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

No: None

Abstain: Council Member Hagan due to potential conflict of interest

Approved by the Chair and inscribed in Ordinance No. 12216.

- B. Ordinance amending the official zoning map of the City of Liberty, Missouri by rezoning 7.04 acres from R-1A, "Suburban Residential District" to PD, "Planned Development District" for a 49-unit townhome development at the southwest corner of N. Church Road and Camille Street (P&Z Case 25-58R&PDP)
(Second Reading) (postponed from December 8, 2025)

Document No. 10040 was read.

Action: Council Member Watt moved to further postpone consideration of the ordinance to January 12, 2026. Council Member Hagan seconded the motion.

Vote: Motion passed unanimously.

- C. Resolution approving a Final Development Plan for a 11,664 sq. ft. building at 1050 Route H in the City of Liberty, Clay County, Missouri (P&Z Case 25-50FDP)

The proposal is for a 11,664 square foot building. This is a reconstruction of a previous building that was destroyed by fire. The new building is slightly smaller than the original and will be constructed of similar materials and in the exact location.

The existing site is 4.15 acres. Proposed is a 1 story, 11,664 square foot building. The proposed use is for a warehouse/industrial building. There is one access point from Route H. The site will continue to function as it did before the fire. No changes to the access or drive aisles are proposed.

The building is proposed as a single-story building with an overall height of 16 feet above grade. The proposed material is metal sheathing which is allowed in the M-1 zoning district. There are garage door entrances on the east side of the building facing the parking lot.

The existing vegetation on site meets the requirements for landscaping. There are existing trees along Route H and no work is proposed in the floodplain area on the east portion of the lot, all vegetation is proposed to remain. There is also existing vegetation along the west property line that is adjacent to the railroad right of way that will remain.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3516.

D. Ordinance accepting and approving a Final Plat for McKinley Addition, 1 lot on 4.15 acres in the City of Liberty, Clay County, Missouri (P&Z Case 25-56FP)

The buildings on the rear of the property were destroyed in a fire. The development of the new buildings require that the lots are platted and meet current standards. PZ Case 25-50FDP, a Final Development Plan, to construct a 11,664 Building is running concurrently with this application.

This is a proposal for a Final Plat at 1050 Route H. This plat contains a single 4.15-acre lot. The platting of this lot has been proposed in preparation for the construction of a new industrial/warehouse building.

Document No. 10055 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 Hagan moved to approve the ordinance. Council Member Travis seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12217.

E. Resolution approving a Final Development Plan for the Police Station expansion at City Hall, a 21,877 sq. ft. building addition at 101 E. Kansas Street in the City of Liberty, Clay County, Missouri (P&Z Case 25-59FDP)

City Hall was constructed in 1982, with significant renovations most recently completed to the atrium in April 2024.

This is a proposal to expand upon the existing Liberty City Hall building by 21,877 square feet and renovate 11,990 square feet of existing floor area in order to accommodate an expansion of the City's Police Headquarters.

City Hall is situated at the southwest corner of the intersection of E. Kansas Street and N. Missouri Street. As part of this proposal, City Hall will be expanded into the public right-of-way of S. Missouri Street to the east. This expansion will require the permanent closure and vacation of the north 218 feet of S. Missouri Street between E. Kansas Street and E. Mill Street, as well as the removal of a portion of the public parking which currently exists on the east side of S. Missouri Street.

The vacation of public right-of-way and elimination of parking would additionally accommodate a new landscaped, public courtyard immediately south of E. Kansas Street, near the new public entrance to the Police Department. South of the public courtyard and east of the building addition, a plaza for use by the Police Department

will be installed, enclosed by a 6'-8" brick and stone-capped screening wall. This screening wall will run along the perimeter of this plaza, as well as around the vehicular entry area for the sallyports proposed along the southmost portion of the addition's eastern façade.

Due to the vacation of the north segment of S. Missouri Street at this location, the western public parking entry along this stretch of road will be eliminated; as a result, this parking area will only be accessible from its east entry on S. Leonard Street. Within this parking area, 88 parking stalls, in addition to four ADA parking stalls, shall remain for use by City staff and the visiting public. At the southwest corner of this parking area, a drive will be available for police or other city-affiliated vehicles to access the three proposed sallyports located on the east façade of the building expansion. Street parking along E. Kansas Street shall remain.

Landscaping for this project will largely be focused within and around the public courtyard south of E. Kansas Street. This courtyard will include a variety of plantings, including deciduous trees, shrubs, grasses, and perennials. Additional plantings and decorative boulders will be provided within the Police Department plaza, south of the public courtyard.

This two-story building addition will reach a height of approximately 28'-8" at the top of its parapet wall, though the glass atrium and rooftop mechanical screening will reach heights of 34'-8" and 37', respectively. The exterior of the building will feature a primary and accent tone of brick, additional cast stone accents, metal paneling around the windows, painted concrete along the building's base, and exterior glazing. A large insignia accompanied by the words "Liberty Police" will be located on the upper brick façade of the north elevation. The public courtyard walls and plaza screening wall will utilize brick and stone accents to match the façade of the addition to City Hall.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3517.

F. Ordinance accepting and approving a Final Plat for Liberty City Hall, 1 lot on 1.41 acres in the City of Liberty, Clay County, Missouri (P&Z Case 25-60FP)

This is a Final Plat for Liberty City Hall – one lot on 1.41+/- acres. This plat involves the combination of parts of Lots 129 and 149, and all of Lots 127, 128, 144, 145, and 148 of the Original Town of Liberty, into a single lot (Lot 1). A portion of the existing right-of-way of S. Missouri Street located between Lots 128, 144, 149 and Lots 127, 145, and 148 will be vacated to facilitate the creation of the proposed Lot 1. The vacation of this public right-of-way will be brought forward to the City Council for their consideration by the Public Works Department and will be a separate recorded document from this plat.

Document No. 10056 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 Phillips moved to approve the ordinance. Council Member Hagan seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12218.

- G. Ordinance approving a contract for services with Liberty Sports Officials for 2026 youth and adult sports officiating services in an amount not to exceed \$225,000.00

The Parks and Recreation Department utilizes independent contractors to manage officiating services for all sports leagues. Services covered by this contract include all Liberty Parks and Recreation Department sports programs (youth recreational and competitive baseball, youth recreational and competitive softball, youth recreational and competitive basketball, youth recreational soccer, youth recreational and competitive flag football, youth recreational volleyball, adult softball, adult volleyball, and adult basketball). The division’s operating budget includes funding for this set of officiating services in the amount of \$225,000.00, which is recouped through participant registrations.

In 2023 (for 2024, 2025, and 2026), staff publicly advertised a Request for Bids for officiating services. With a limited pool of bidders available in the metro area, staff reached out to past officiating groups regarding their interest in bidding (Liberty Sports Officials, KCMSBL, Metro Officials, and ASA VIP Series). Only Liberty Sports Officials expressed an interest in bidding for officiating services. Staff reached out to other Parks and Recreation departments in the metro area. Six area Parks and Recreation departments utilize Liberty Sports Officials (Smithville, Excelsior Springs, Blue Springs, Higginsville, Richmond, and Kearney) while other Parks and Recreation Departments opt to hire their own officials. Although this is an option for Liberty Parks and Recreation Department, it has been tried in the past with no/limited success.

Liberty Parks and Recreation Department has utilized Liberty Sports Officials for 20 years, with positive success.

Document No. 10057 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-1

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

No: None

Abstain: Council Member Gentrup due to potential conflict of interest
Approved by the Chair and inscribed in Ordinance No. 12219.

- H. Ordinance approving a guaranteed pricing agreement with Brady Industries for 2026 city-wide purchase and delivery of custodial supplies in an amount not to exceed \$53,000.00

The City of Liberty has used Brady Industries for custodial supplies since 2020 and has been satisfied with its service. In an effort to reduce costs, city staff requested a pricing comparison from Brady based on the city's most frequently purchased items.

Brady Industries holds a 5-year contract with OMNIA Partners, a cooperative purchasing organization that provides purchasing resources to public sector agencies. The comparison showed that adopting the OMNIA Partners pricing for 2026 will result in lower costs for the City's most-used products.

Product Type	Product Code	2025 Product Pricing	2026 Product Pricing (OMNIA)
Hand Soap	KL-SCHSO3	\$33.85	\$33.50
Hand Towels	PG5203	\$50.41	\$49.56

Toilet Tissue	PK0922	\$44.18	\$41.50
Toilet Tissue	PK0292	\$43.93	\$42.06
Trash Can Liner	KL-708190	\$33.94	\$31.90
Urinal Screens	KL-161361	\$20.12	\$19.77
Gym Wipes	WE9507	\$95.12	\$94.09
Air Freshener	HSAWPA229	\$62.21	\$60.98
Floor Cleaner	CK9311	\$100.50	\$93.54
Glass Cleaner	CK9314	\$85.95	\$82.47
Disinfectant	CK9318	\$165.10	\$159.00
Disinfectant	CK9317	\$91.05	\$88.95
Floor Cleaner	2584700	\$86.10	\$86.10
Trash Can Liner	KL-709040	\$27.81	\$23.85
Trash Can Liner	KL-704508	\$20.95	\$19.65
Toilet Tissue	KL-851167	\$51.33	\$49.89

Pricing is subject to change when supplier partners negotiate specific contracts with OMNIA Partners.

Staff recommends engaging in a contract with Brady Industries for the city-wide purchase and delivery of custodial supplies, utilizing the OMNIA Partners cooperative purchasing organization pricing.

Document No. 10058 was read.

Action: Council Member Graham 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 Gentrup seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12220.

- I. Ordinance approving a guaranteed pricing agreement with Myrick Mechanical for FY2026 city-wide HVAC preventative maintenance and on-call repair services in an amount not to exceed \$125,000.00

The City of Liberty uses independent contractors for HVAC maintenance and repair at multiple city-owned facilities. Services are split into two groups—primary and secondary facilities—based on different equipment needs. Multiple city departments have budgeted a combined annual total of \$125,000 for these services.

Staff publicly advertised for HVAC maintenance services. Eleven companies received bid documents. A "basket of goods" analysis was employed to compare proposed unit pricing. Staff then calculated an estimated one-year scenario for all facilities, excluding parts, which included:

- Labor rates and trip charges:
 - Primary facilities: 12 trips/year at 3 hours each Page 269 of 401
 - Secondary facilities: 6 trips/year at 2 hours each

- Preventative maintenance costs:
 - Primary facilities – 4 times per year.
 - Secondary facilities – 2 times per year.
 - Four filter changes per year for all facilities.
 - One condenser coil cleaning per year for all facilities.
 - One blower belt replacement per year for all facilities.
 - One service inspection of all facility boilers at the Liberty Community Center.

The City of Liberty has contracted with Myrick Mechanical for HVAC maintenance and repair since June 2023. Myrick assumed the contract from the previous provider, Heartland Mechanical, and has delivered satisfactory service in 2024 and 2025.

Myrick Mechanical was allowed a \$6.00 per hour labor rate increase for 2025, matching a July 2024 increase from the Pipe Fitters Union. A further \$5.00 per hour labor rate increase is requested for 2026 to keep pace with rising costs. Despite these adjustments, Myrick's labor charges remain significantly lower than the other bids received. For 2026, the company also proposes a guaranteed pricing contract not to exceed anticipated expenditures, along with increases to various service rates (preventative maintenance, filter replacement, condenser coil cleaning, and blower belt replacement) due to rising labor and material costs. These service rates were unchanged for 2025 and are still lower than those of other vendors.

This agreement is for services to be performed January 1, 2026 through December 31, 2026, and represents year three (2026) of a potentially three, one-year agreement if both parties mutually consent to continue the agreement under the same terms and conditions.

Document No. 10059 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12221.

- J. Ordinance approving a contract with Clay County Senior Services grant funding for 2026 operational expenses pertaining to Liberty Access Transportation, Glenaire Transportation Program and the Liberty Silver Center in an amount not to exceed \$168,500.00

Since 2010, the City of Liberty has been awarded operating contracts from Clay County to support senior services, including transportation services and senior center administration. In 2025 (for 2026), staff applied for \$115,000.00 in grant funding for the Liberty Access bus service as well as \$88,000.00 in grant funding for the Liberty Silver Center for a total of \$203,000.00.

For 2026, Clay County Senior Services awarded funding for:

- \$77,000.00 for Liberty Access Bus (an increase from \$70,000.00 received in 2025)
- \$88,000.00 for Liberty Silver Center (same amount as 2025)
- Up to \$3,500.00 for Glenaire Transportation Expansion (down from \$7,500.00 in 2025)

The grant is reimbursed quarterly upon receipt of required documentation submitted by Liberty Parks and Recreation Department staff and approval by the Executive Director of Clay County Senior Services per the funding agreement.

In addition to funding for the Liberty Access Bus and Liberty Silver Center for 2026, Clay County Senior Services also has included funding to support a program to expand transportation services for residents of the City of Glenaire. CCSS allotted \$7,000.00 for rides in 2025 but not a single ride was taken by a Glenaire resident to the Liberty Silver Center. Clay County Senior Services lowered the allotted amount to \$3,500.00 in 2026, which would cover up to 142 one-way trips or 71 round trips. When the funds run out, it is understood by all parties that the service will cease. City staff have requested the City of Glenaire to help with additional funds as needed.

Document No. 10060 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 Gentrup moved to approve the ordinance. Council Member Watt seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12222.

- K. Ordinance approving an agreement with Flock Safety for the installation, maintenance and access of data for safety cameras in an amount not to exceed \$108,800.00

Due to the large shoplifting and organized retail theft issue with the City over the last several years, staff began looking at different technology that could help staff identify suspects and combat the issues we are experiencing. In 2023, Flock Safety cameras were installed, which is a nationwide camera database that captures pictures of every motor vehicle which passes by it.

The Flock Safety camera works like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe or plate details. Flock Safety delivers this detail through AI and Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means Flock Safety can also detect vehicles with no plates, temporary plates, dirty/covered plates and even get accurate state detection.

By placing Flock Safety cameras around the entrances to shopping centers, staff can then go back and look for suspect vehicle descriptions through the database when making a criminal report. This system allows staff to enter suspect license plates, and it will alert staff when they pass a camera in Liberty. Staff can then immediately send officers to that area in an effort to either deter or arrest the suspects if they commit another crime. It will also alert staff when a stolen vehicle passes by, and staff can attempt to recover it for the owner.

All the cameras are installed, maintained and owned by Flock Safety. They are placed on poles provided by Flock Safety or on already existing poles in the area. Flock Safety then grants staff access to their nationwide system of cameras.

Gladstone Police, Kearney Police, Excelsior Springs Police and the Clay County Sheriff's Department all currently have the Flock Safety camera system in their jurisdictions. By working together, we will hopefully be able to reduce criminal activity in Clay County.

Since the cameras were installed in 2023, the cameras have alerted staff to 20,830 vehicles which were associated with stolen vehicles, stolen license plates, wanted persons, missing persons, known stealing suspects, and other categories.

Document No. 10061 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12223.

- L. Ordinance amending Ordinance No. 11972 approving an amendment with Gannet Fleming TranSystems for City of Liberty Project 24-009, Liberty City Park Sidewalk Network Project by increasing the contract amount by \$113,731.00 from an amount of \$408,818.00 to \$522,549.00

City Park is a high-volume, high-visibility recreational center along the M-291 corridor. City Park currently has zero connections to sidewalk/pedestrian facilities, thereby requiring all users to either arrive by vehicle or walk along unimproved roadways.

Ordinance No. 11972 was passed by the City Council on September 23, 2024. Ordinance No. 11972 approved a contract with Gannet Fleming TranSystems (formerly TranSystems) for the design of City Park Sidewalk Network Project. The scope of work was divided into two distinct subprojects, to be completed under one contract, as follows:

- Project I - consider a sidewalk going north along Moss Avenue to Liberty Drive and north along South Terrace Avenue to Rebecca Street. This project is planned to be done without any federal funding assistance and is therefore controlled by City design standards.
- Project II - considers a sidewalk going south and then east along M-291 to W. Murray Road and S. Skyline Drive. This project will be submitted for State and Federal funding assistance and is therefore controlled by State and Federal design standards.

The contract awarded both projects to GFT. However, Ordinance No. 11972 only authorized funding for Phase I for both projects. Each project has two phases:

Phase I:

- Surveys and Utilities
- Conceptual Plans and Site Visit
- Environmental Tasks
- Public Outreach Activities
- Coordination with BNSF
- Preparation of Right-of-Way Engineering and Plans
- Meetings
- Project Management

Phase II:

- Legal Descriptions and Tract Maps
- Right-of-Way Acquisitions
- Final Design and Bid Documents
- Plans Specifications and Estimates Deliverable
- Support through obligation
- Construction Services
- Construction Engineering Review

Phase I for Projects I and II is complete. As such, staff is requesting an obligation of funding to begin Phase II of Project I. Phase II of Project II shall be placed on hold until after federal grant funding has been applied for and responses received.

Document No. 10062 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 Watt moved to approve the ordinance. Council Member Gentrup seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12224.

- M. Ordinance approving a services agreement with Kaizon Solutions for the cleaning of city facilities for 2026 in an amount not to exceed \$77,208.00

The City of Liberty is currently using the services of Kaizon Solutions for cleaning of City Hall. Staff has negotiated a revised agreement which expands the services for January 1, 2026, through December 31, 2026, with Kaizon Solutions for the following facilities:

- Liberty City Hall
- Liberty Water Production Plant
- Liberty Utility Center Facility
- Liberty Animal Control
- Liberty Fountain Bluff Facilities
- Liberty Fire Station 1 Public Area
- Liberty Parks and Recs Maintenance Facility
- Liberty Public Works Facilities A and B
- Liberty Temporary Police Facility

The agreement includes a monthly price for services of \$6,434.00 with the agreement being valid for one year, resulting in an annual total for services of \$77,208.00.

Document No. 10063 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 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12225.

N. Ordinance approving a contract extension with FORVIS for the annual audit FY2025

On December 12, 2022, the City Council approved an agreement for auditing services provided by FORVIS to be the best, approved Ordinance 11687. The agreement provided for professional audit services for the year ending December 31, 2022, and provided the option for extending the contract four subsequent years.

Responsiveness to City Needs:

While all firms are competent auditors and would perform a quality audit for the City, the Selection Committee felt that FORVIS would provide added value for Finance Staff. FORVIS has included in the base cost of their proposal an Excel spreadsheet that will help staff in determining journal entries needed for the new GASB 87 Lease compliance. Further, the staff are familiar with the ongoing training seminars afforded by FORVIS and believe those training opportunities will assist Finance staff in learning about upcoming changes in accounting requirements.

Staff understand that it is best practice to change auditors at the end of a multi-year contract. However, the best practice also states that due to lack of competition among firms fully qualified to perform public-sector audits, it could make mandatory audit firm rotation counterproductive. Where audit firm rotation does not occur, governments should consider requesting senior engagement staff, such as engagement partners and senior managers, be rotated. While our current partner will still be a part of our audit, we have requested a new engagement partner and lead staff.

Document No. 10064 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 Travis seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12226.

O. Liberty Economic Development Corporation

1. Presentation of LEDC Annual Report

The Liberty Economic Development Corporation is charged with helping the Liberty area grow and prosper. LEDC is built on a solid foundation of teamwork as a public/private partnership among business leaders, city and county government, education, and pro-business and civic organizations. Since January 2004, LEDC has focused its efforts on business attraction that leads to job creation, retention and expansion of existing businesses, continuous improvement, and communication.

2. Ordinance approving a fee for services agreement with the Liberty Economic Development Corporation

The LEDC contract for 2026 has a 3% annual increase that is built into the Economic Development budget on an annual basis. The budget was approved by the Economic Development Sales Tax Committee on December 4, 2025. The 3% increase will increase the LEDC budget from \$79,570.00 to \$81,960.00.

Under the terms of the agreement, the LEDC will continue to provide the following services:

- Maintain a database of sites, buildings and locality details on the LocationOne Information System (LOIS)
- Maintain an economic development website
- Carry out business attractions and recruitment activities
- Coordinate responses to requests for information (RFIs) from prospects
- Carry out business retention activities including one-on-one business visits
- Commit to seeking private sector investment to leverage this public contract
- Public contract not to exceed 49% of LEDC's annual budget.

Document No. 10065 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12227.

- P. Ordinance approving a Legal Services Contract with Williams Dirks Dameron, LLC for representation in a class action lawsuit against the manufacturers and/or distributors of fire trucks

By approving the legal services contract with Williams Dirks Dameron, LLC, the City Council is authorizing representation in a class action lawsuit against the manufacturers and/or distributors of fire trucks for the unlawful contract, combination and/or conspiracy to suppress supply and raise prices of fire trucks. There is no fee for representation unless a monetary recovery acceptable to the City is obtained by Williams Dirks Dameron, LLC in favor of the City, whether by suit or settlement. The maximum contingent attorney's fee for representation shall be thirty-percent of the gross fee. No monies shall be paid to Williams Dirks Dameron, LLC for any work performed, costs incurred or disbursements made by Williams Dirks Dameron, LLC in the event they have obtained no monetary recovery for the City.

Document No. 10066 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12228.

- Q. Resolution of the City Council of the City of Liberty, Clay County, Missouri declaring a moratorium on multifamily developments in the City of Liberty and such moratorium to remain in effect for six months unless extended or replaced by an amending Ordinance

Action: Council Member Hagan requested to postpone consideration of the Resolution to the January 12, 2026 Regular Session. Council Member Watt seconded the motion, which carried unanimously.

VII. OTHER BUSINESS

- A. Memorandum on Municipal Separate Storm Sewer System (MS4) audit and general program update.

Public Works Director Sherri McIntyre stated that a memo regarding the MS4 was provided to the City Council in advance of the meeting. Ms. McIntyre requested that Council Members contact her with any questions regarding the memo.

VIII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

IX. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

X. ADJOURNMENT

The meeting adjourned at 7:59 p.m.

Greg Canuteson, Mayor

Attest:

Deputy City Clerk

City Council Meeting

Regular Session Minutes

January 26, 2026

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 January 26, 2026 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

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

Council Members Absent: None

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

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

IV. PROCLAMATIONS

V. APPROVE MINUTES AND SUMMARIES

A. Regular Session Minutes of November 10, 2025

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

B. Study Session Summary of November 17, 2025

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

C. Regular Session Minutes of December 8, 2025

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

VI. MEETING SCHEDULE

VII. PRESENTATIONS

A. Clay County 250 Challenge Coin

County Commissioner Scott Wagner attended the Liberty City Council meeting to present two of the latest recipients of the Clay County 250 Challenge Coin for accepting the Citizen Challenge. The Liberty City Council recognized Peggy Hauser and Tony Meyers.

VIII. CONSENT AGENDA

A. Study Session Summary of September 15, 2025

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

B. Regular Session Minutes of November 24, 2025

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

C. Study Session Summary of December 1, 2025

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

D. Resolution approving a Temporary Event Liquor License for Historic Downtown Liberty, Inc. (HDLI) for the KC Wide Open Block Party on April 25, 2026

The Historic Downtown Liberty, Inc. (HDLI) has applied for a temporary liquor license to serve alcohol at the KC Wide Open Block Party event to be held on April 25, 2026, from 5:00 p.m. to 9:00 p.m., on the square except the south side of Kansas Street. 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 Travis seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3519

- E. Board and Commission Appointment
 - 1. Historic District Review Commission
 - a. Appoint Craig Davis to a term expiring 7/1/2030.

Council Member Hagan moved to approve the appointment. Council Member Travis seconded the motion, which carried unanimously.

IX. PUBLIC HEARINGS

X. ORDINANCES, CONTRACTS AND RESOLUTIONS

- A. Ordinance acknowledging vendor payments for the period of January 2, 2026 to January 16, 2026

Document No. 10073 was read.

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

Roll Call

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12237.

- B. Ordinance accepting and approving a Final Plat for Metrobloks, 1 lot on 28.93 acres at 2515 Old Hughes Road in the City of Liberty, Clay County, Missouri (P&Z Case 26-04FP)

This is a Final Plat for Metrobloks – one lot on 28.93+/- acres. This plat involves the combination 4 existing unplatted lots, into a single lot (Lot 1). A portion of the existing right-of-way of Old Hughes Road and Garrison Road will be vacated to facilitate the creation of the proposed Lot 1. The vacation of this public right-of-way will be brought forward to the City Council for their consideration by the Public Works Department and will be a separate recorded document from this plat.

Document No. 10074 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 Hagan moved to approve the ordinance. Council Member Gentrup seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12238.

C. Sports Apparel Uniforms

The Parks and Recreation Department facilitates a wide variety of youth and adult sports leagues and camps throughout the year which require the purchase of uniforms, jerseys, caps, socks, champion apparel, and the like.

An RFP was advertised soliciting vendors to provide full-service apparel management for each of the programs. The bid was not limited to a single-vendor award and was written with the ability to split the award among vendors offering the best price and/or service.

Five proposals were received. A “basket of goods” analysis was used to compare unit pricing proposed. Staff used FY 2024 numbers of apparel units managed to project FY 2025 and 2026 annual costs per item bid. Not all vendors bid on all items and not all items met specifications.

- Award #1 – Challenger Teamwear – Youth Soccer - \$13,355.00
- Award #2 – Custom Graphics – Youth Baseball/Softball Jerseys, Baseball Caps, and Basketball Jerseys - \$29,483.50
- Award #3 – TW Custom Branding for Bitty Sports - \$4,791.00
- Award #4 —Show Me Logos closed in 2025 and those supplied products are being rebid for 2026 and 2027.

Contracts have been written for each of the awards at the amount budgeted for each set of anticipated apparel purchases.

1. Ordinance approving a guaranteed pricing agreement with Challenger Teamwear Group for FY2026 adult and youth sports apparel – youth soccer in an amount not to exceed \$13,355.00

Document No. 10075 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 Phillips seconded the motion.

Vote: Motion passed 7-0-1

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

No: None

Abstain: Council Member Gentrup due to a potential conflict of interest.

Approved by the Chair and inscribed in Ordinance No. 12239.

2. Ordinance approving a guaranteed pricing agreement with Custom Graphics for FY2026 adult and youth sports apparel – youth baseball/softball jerseys, baseball caps, and basketball jerseys in an amount not to exceed \$29,483.50

Document No. 10076 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-1

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

No: None

Abstain: Council Member Gentrup due to a potential conflict of interest.

Approved by the Chair and inscribed in Ordinance No. 12240.

3. Ordinance approving a guaranteed pricing agreement with TW Custom Branding for FY2026 adult and youth sports apparel –bitty sports in an amount not to exceed \$4,791.00

Document No. 10077 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 Watt moved to approve the ordinance. Council Member Hagan seconded the motion.

Vote: Motion passed 6-0-2

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

No: None

Abstain: Council Member Gentrup and Council Member Graham due to a potential conflict of interest.

Approved by the Chair and inscribed in Ordinance No. 12241.

D. Ordinance approving a contract between the City of Liberty and Weather or Not Weather Service in an amount not to exceed \$23,185.00

The “Weather or Not” program is a weather tracking and alert system that has primarily been used by the Fire (Emergency Management), Public Works, Utilities and Parks & Rec Departments as well as the City's special events teams. The contract allows for up to 35 users.

The automated system provides twice-daily weather forecasts from Monday–Friday and daily forecasts on the weekends. The service provides alerts and real-time calls for severe weather, specifically for Liberty, via text and email. City staff may also call for updates and forecasts as needed.

Document No. 10078 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 Gentrup seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12242.

E. Ordinance approving an agreement with Victory Pyrotechnics & Special Effects, LLC for a pyro-musical firework display for the July 3 Liberty Fest event in an amount not to exceed \$45,000.00

The City of Liberty and the Liberty Area Chamber of Commerce have hosted Liberty's Independence Day celebration at the Sports Complex since 2016 and this will be the first year Victory Pyrotechnics & Special Effects will be designing the pyro-musical display for the event.

Similar to past years, the fireworks will be a pyro-musical with the various shells timed to music. With funding from the Transient Guest Tax, the City of Liberty has budgeted \$45,000 for fireworks in 2026.

In December 2025, staff distributed a request for proposals, with a not-to-exceed price of \$45,000, to the City's list of fireworks vendor contacts and posted the RFP online. After reviewing all submissions, staff recommends Victory Pyrotechnics & Special Effects, whose proposal included a pyro-musical (fireworks choreographed to music) and specifics regarding the number of effects per minute. Included in the RFP was the option to renew with the selected vendor for two additional years (2027 and 2028).

Document No. 10079 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 Gentrup moved to approve the ordinance. Council Member Watt seconded the motion.

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12243.

F. Ordinance granting an easement conveyance to Evergy Metro, Inc. for electrical and communication transmission and distribution lines for the Ford Stamping Plant

To facilitate the construction of electrical and communication transmission and distribution lines to the Ford Stamping Plant located at 2401 Plummer Road, Evergy Metro, Inc. has requested that the City of Liberty, property owner, grant a permanent easement conveyance to Evergy. Ford Motor Company is a tenant on the property that owns and operates the Stamping Plant, and is thus a cosignatory of the easement conveyance. Ford Motor Company requested that the City of Liberty first approve the granting of the easement conveyance prior to their signing the documents.

The permanent easement conveyance will be granted to Evergy at no cost to the City and allow for the construction and maintenance of transmission and distribution facilities.

Document No. 10080 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12244.

G. Ordinance approving an agreement with Luebbert Engineering for professional storm water consultation services in an amount not to exceed \$9,950.00

Pursuant to the Federal Water Pollution Control Act and in compliance with the Missouri Clean Water Law, the City of Liberty holds and maintains General State Operating Permit MOR04C027 (NPDES MS4). This general permit is both Liberty's federal discharge permit and a state operating permit. This report involves the acceptance of an agreement for the consulting services of Luebbert Engineering.

Luebbert Engineering's proposal covers all the compliance activity required for Liberty to maintain compliance with the above-referenced permit. Funding for the agreement comes from 351-55049- 612-000000 "NPDES Expenses". Funds from this line item are typically allocated as follows:

- \$9,950.00 for a stormwater consultant compliance contract. Provides professional insight and assistance from Luebbert Engineering, a firm which specializes in NPDES MS4 Storm water permit compliance.
- \$4,500.00 for the annual renewal of the MARC stormwater quality education committee. Provides regional stormwater quality insight and opportunities, contributes to satisfying the stormwater quality education component and provides Liberty a committee vote.
- The remaining balance is used as needed for re-supply of storm drain marking program supplies and miscellaneous expenses associated with the NPDES MS4 stormwater compliance annual report fees.

Luebbert Engineering's agreement is a sole service contract. Luebbert Engineering has provided consulting services to Liberty for the past 19 years and has been instrumental in building the City's Storm water Management Program and ensuring continued compliance. Luebbert Engineering provides a combination of professional insight and intimate knowledge of Liberty's Storm Water program that cannot be replicated or replaced.

Document No. 10081 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12245.

H. Ordinance amending Ordinance No. 12191 approving a Construction Manager at Risk Guaranteed Maximum Price amendment no. 2 with McCown Gordon Construction for the Police Expansion Project No. 25-014 by increasing the current contract amount by \$20,060,685 from \$464,585 to \$20,525,270

On September 23, 2024, City Council approved an agreement for the amount of \$215,900.00 with Hoefer Welker, LLC for Phase 1 of a two-phase Architectural, Structural, MEP (Mechanical, Electrical, Plumbing which includes HVAC), Fire Protection, Landscape, and Civil design services required to develop concept plans for a proposed addition to City Hall. City staff worked with Hoefer Welker architects to define the project scopes for each of the two phases of the design process.

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

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

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

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

In April 2025, City Council approved the Phase 2 design. The scope included detailed final design services such as 100% schematic design development, construction

documents, bidding and permitting, and construction administration. Phase 2 was contingent upon voters passing a 1% general sales tax dedicated to Public Safety to fund the final design and construction of the project. Voters passed the ballot measure approving the 1% sales tax on April 8, 2025. Hoefer Welker completed the Phase 2 final design in November 2025.

In July 2025, City Council approved a Construction Manager at Risk (CMAR) contract with McCown Gordon Construction in the amount of \$15,000.00 for pre-construction services, with the GMP to be established through a future contract amendment. In October 2025, City Council approved GMP Amendment No. 1 with McCown Gordon Construction to renovate a temporary facility located at 1908 Plumbers Way, Suite #400, in Liberty, Missouri. The temporary space was needed for the Police Department to relocate for approximately eighteen months to facilitate the City Hall Police expansion construction. GMP Amendment No. 1 increased the McCown Gordon Construction contract amount from \$15,000.00 to \$464,585.00. In January 2026, the Police Department relocated to the temporary location from City Hall in anticipation of the start of the City Hall Police Expansion construction in March 2026.

In December 2025, McCown Gordon Construction solicited bids from all trades to estimate a total construction cost and develop a Guaranteed Maximum Price (GMP). McCown Gordon Construction has now completed an estimate of the total construction cost for the Police Expansion project and prepared GMP Amendment No. 2, which will increase their contract amount by \$20,060,685 from \$464,585 to \$20,525,270.

The anticipated combined total cost of design, construction, temporary relocation, and other incidental costs is anticipated to be approximately \$24M. Construction is anticipated to be approximately eighteen months with a start in early March 2026 and completion by Fall 2027.

Document No. 10082 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12246.

- I. Resolution of the City Council of the City of Liberty, Clay County, Missouri declaring a moratorium on multifamily developments in the City of Liberty and that such moratorium to remain in effect for three months unless extended or replaced by an amending Ordinance (**postponed from January 12th**)

This is a moratorium to allow time for City Council, Planning Commission and City staff to understand the impact of the multifamily residential units recently approved, or able to be approved, in the City of Liberty. There is a need to establish thoughtful criteria and standards for consideration and approval of multifamily dwelling units within a neighborhood context to ensure the multifamily units do not have adverse or unanticipated effects on community character and existing neighborhoods.

If approved, no new applications will be accepted or heard by the Planning and Zoning Commission or City Council, and no approvals will be given by the Planning and Zoning Commission or City Council for multifamily residential housing units during this period.

This moratorium will not apply to multifamily projects which have already submitted formal applications for a preliminary development plan or final development plan or applications which have been approved by the Planning Commission and City Council, unless said approved applications have sunset. Applications for Land Use Amendments which have been approved to allow a specific multifamily project are excluded from the moratorium. Additionally, this moratorium shall not apply to any applications proposing to amend previously approved applications which have not sunset, nor to applications where other design criteria are in place, such as within an already approved PD Flex project or within the Downtown Overlay District.

Staff requests the moratorium be passed to allow staff the next 3 months to research and complete the writing of any amendments, and hold the required public hearings at the Planning Commission and City Council.

If approved, the moratorium is set to expire at the end of April 2026.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Resolution No. 3520.

XI. OTHER BUSINESS

XII. CITIZENS' PARTICIPATION

Lisa Sanneman, 614 Harborview Drive, Smithville, Missouri, addressed the City Council regarding the placement of a memorial medallion at the gravesite of her husband, Steve Sanneman, a fallen Liberty firefighter who served the community for over twenty years. Mrs. Sanneman stated that her husband passed away as a result of occupational cancer. She emphasized that her comments were not a reflection on the Liberty Fire Department, expressing deep appreciation for the love and support she has received and noting that she will be forever grateful to each member of the department. Mrs. Sanneman added that Dash Monument created a beautiful memorial medallion in honor of her husband. She did however want to express her disappointment in the City's decision to place the medallion while denying his workers' compensation claim.

XIII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIV. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XV. ADJOURNMENT

The meeting adjourned at 7:48 p.m.

Greg Canuteson, Mayor

Attest:

Deputy City Clerk



**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-67

Department: Planning & Development

Submitted By: Katherine Sharp, Director
Planning & Development

Subject: Ordinance of the City of Liberty, Missouri, designating the “Garrison-North End” as a Historic Legacy District and identifying the boundaries of the “Garrison-North End Historic Legacy District”

Summary:

An application designating the Garrison-North End Legacy District has been reviewed by the Historic District Review Commission (HDRC) and forwarded to the City Council with a recommendation of approval.

Background:

The purpose of a Historic Legacy District is to honor an area of historic and cultural significance. During the first half of the 20th Century, the Garrison-North End District was the heart of the Black community, featuring vibrant businesses and residences including restaurants, churches, schools, grocery stores, and social clubs. While many of the buildings or businesses no longer exist, it is appropriate for the City of Liberty to formally recognize this historic area and maintain the historical record of this area.

The establishment of a Historic Legacy District shall in no way alter the uses permitted by existing zoning, land use, or future development of the properties included in the district.

Previous Action (if applicable):

The HDRC voted unanimously to recommend approval of the application at its February 17, 2026, 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: HDRC	Completed/Recommended: 2/17/2026

Financial Considerations:

Budgeted: N/A	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	

	Funding Source:	Amount:
--	-----------------	---------

Attachments:

1. Garrison-North End HDRC Packet 2-17-26
2. HDRC Minutes Excerpt for Garrison North End Legacy District
3. Ordinance approving HDRC Case 26-01LD North End Legacy District



Historic District Review Commission

HDRC Case No. 26-01LD [Public Hearing]

Staff: Katherine Sharp, Planning & Development Director

Date: February 17, 2026

GENERAL INFORMATION

Application: Request for Nomination of the Garrison- North End Historic Legacy District

Applicant: A.J. Byrd

Location: Mississippi Street from Grover Street to Main Street and N. Water, and north to Corbin Street and the Garrison School

District: Historic Legacy District

Public Notice: Legal Notice printed in Courier Tribune on January 21, 2026
Letter sent to property owners within 185 ft. on January 27, 2026

File Date: May 7, 2025

GENERAL INFORMATION

The purpose of a Historic Legacy District is to honor an area of historic and cultural significance. The establishment of a Historic Legacy District shall in no way alter the uses permitted by existing zoning, land use, or future development of the properties included in the district.

SITE HISTORY

From its earliest settlement, Liberty included enslaved Africans brought by white settlers from southern states. By the Civil War, enslaved people made up one-fourth of Clay County’s population. After emancipation, African Americans formed distinct communities in Liberty, particularly in the North End, an area encompassing several streets north of Mississippi Street. This neighborhood quickly became a center of Black life, culture, and resilience.

Before 1865, enslaved people were legally forbidden to learn to read or write. After the Civil War, African Americans continued to face segregation under “separate but equal” laws. Early education for Black residents began in private homes. In 1877, the Garrison School was established and became a cornerstone of the community. Named after abolitionist William Lloyd Garrison, the school educated generations of African American children. Though the original building burned in 1910, it was rebuilt in 1911 and expanded in 1938, symbolizing the community’s commitment to education.

Churches also played a vital community role. Mt. Zion/First Baptist Church began in 1843 with enslaved members and evolved through several locations before settling on Gallatin Street. St. Luke's AME Church, founded in 1875, and the Northwestern Colored Primitive Baptist Church further anchored spiritual and social life in the North End.

Economic life developed despite segregation. Many African Americans ran businesses from their homes due to exclusion from White establishments, fostering strong community ties. The North End even had its own movie theater. Despite this vibrancy, city planning policies in 1930 explicitly discouraged Black residents from living outside designated areas, reinforcing segregation. Over time, the North End became a tightly woven "quilt" of families, shared institutions, and collective memory. Today, the Garrison–North End stands as a legacy district, preserving the stories and contributions of generations who built a rich community despite systemic inequality.

Please see the attached full history and proposal.

STAFF ANALYSIS

The Unified Development Ordinance (UDO) defines a Historic Legacy District as a geographical area of historical and cultural significance for which most of all of the physical attributes relevant to the historical or cultural period of significance no longer exist.

In accordance with UDO Section 30-70.6, Historic Legacy Districts, of the Liberty Unified Development Ordinance (UDO), staff's analysis of a Historic Legacy District application is guided by Section 30-7-.6(3), which provides the following criteria to establish a Historic Legacy District:

- a) Most of all of the physical attributes (structures, streets, public areas, archeology, etc.) relevant to the historical or cultural period of significance no longer exist; and at least one the following three criteria:
 - i) Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or nation; or
 - ii) Its location as a site of a significant local, county, state, or national event; or
 - iii) Its identification with a person or persons who significantly contributed to the development of the community, county, state, or nation.

Staff has reviewed the submitted materials and conclude that the request satisfies the criteria for establishing a Historic Legacy District as outlined in UDO Section 30-70.6. Creating the Garrison-North End Historic Legacy District pays tribute to the strength, perseverance, and lasting impact of the African American community whose members built their homes, families, and futures in Liberty. It helps us recognize the resilience of those who endured these barriers, and it equips us to identify patterns of inequality that haven't fully disappeared. By confronting this history directly, communities are better prepared to make thoughtful, informed decisions that promote fairness, belonging, and shared opportunity for everyone. Recognizing the truths of segregation requires bringing forward the stories of those who lived through it, individuals with distinct experiences and meaningful lives. By learning about the community which existed in this area at the time of segregation we are better able to acknowledge, honor, and preserve their legacy. Exploring this broader history allows us to more fully appreciate their contributions and to collectively affirm the enduring significance of their often-difficult journey.

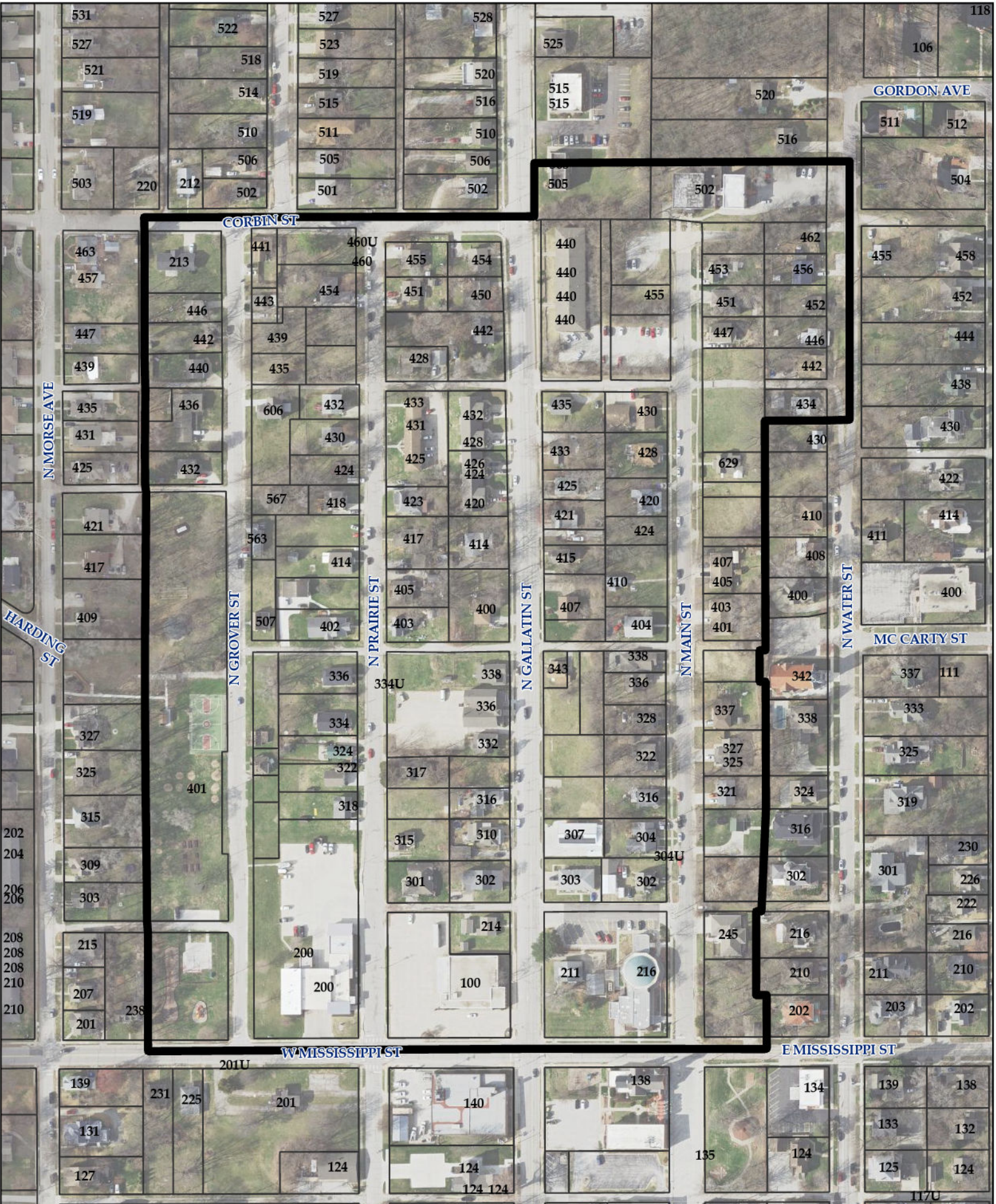
STAFF RECOMMENDATION

The application meets the standards for review and guidelines; therefore, staff recommends approval of HDRC Case No. 26-001LD.



This application will be heard by the City Council at a public hearing on Monday, February 23, 2026 at 7pm in the City Council Chambers of City Hall, 101 E Kansas Street.

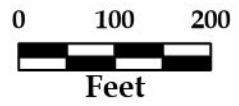
ATTACHMENTS

1. Exhibit A: Garrison- North End District Boundary Map
2. Exhibit B: Applicant's Proposal
3. Exhibit C: Map Locations Identified in Proposal



Garrison-North End

-  Garrison-North End
-  Parcels



DRAFT: FOR INFORMATIONAL PURPOSES ONLY. NOT SURVEY ACCURATE



Garrison - North End as a Legacy District

Among Liberty's earliest residents were enslaved Africans owned by white settlers and brought as "chattel" from Tennessee, Kentucky and Virginia. By the time of the Civil war, one-fourth of Clay County's population were enslaved.

After the Civil War, freed African-Americans lived in the north and south ends of Liberty. Quickly, a new community developed. The North End includes five streets Main, Gallatin, Prairie, Grover, and a small portion of Water Streets all north of Mississippi Street.

Prior to 1865 it was against the law to teach an enslaved person to read or write. After the Civil War for almost a century, Liberty African Americans lived, as other blacks in America, under the law of "separate but equal education." When the Civil War ended, African Americans first attended a private school located on West Mill St. for black and Indian children in the home of Mrs. Laura Armstrong. Later, Ms. Lucretia Robinson opened her home on 446 North Water Street for the private tutoring of blacks. The Garrison School was established in 1877 as one of 7 African American schools in Clay County. The original Garrison School was named by James Gay, who was principal for 22 years, for abolitionist leader William Lloyd Garrison. The original three-room brick structure burned in 1910. The current building was built in 1911 with the Assembly Room added in 1938 during the leadership of principal Clarence Gantt.

The Mt. Zion/First Baptist Church started in 1843 with enslaved members under the leadership of Rev. William Brown, a young man under 20 years of age. Before they built their own sanctuary, slaves, masters and free blacks worshiped in the northeast corner of the courthouse. Later they moved to an old barn on Missouri Street until they purchased a lot and built First Baptist/Mt. Zion on Gallatin Street. The St. Luke's AME Church was formed in 1875 by Rev. Jesse Mills. It was important in Liberty until it dissolved in 2013. The building was demolished later that year. A third church in the North End was the Northwestern Colored Primitive Baptist Church with a warranty deed dated 1899.

Small businesses were scattered throughout the North End. White owned business had brick and mortar storefronts on the Square. It was not unusual for African Americans to operate businesses out of their homes since they were not allowed to frequent white establishments, and those home based businesses helped foster a sense of community among Liberty's Black residents. There was even a North End movie theatre for residents who did not want to have to sit in the segregated balcony of the downtown theatre. Cornelius Bird ran a plant nursery with a clientele from throughout Liberty.

The City Plan of 1930 noted "the negro population always presents an important problem in the development of a city. Negroes are a useful element, and provisions should be made for their welfare. It is not best for either race to encroach upon the other, and it is recommended that this be controlled by mutual agreement between the races. The present negro population is mostly concentrated in two main districts. In view of the approximately stationary negro population, there is ample area within these districts, and scattering into other portions of the city should be

discouraged.” One district was “the North End” by Garrison School. “The South End” or “New Iberia” was adjacent to Fairview/New Hope Cemetery (aka Brooks Landing today).

As current City Councilman Shelton Ponder observes, the North End became “a quilt” of relationships through the years as families intermarried, children grew up playing with each other, shared a common school (Garrison) and lived within a relatively small geographical area. They also carried a shared history that spanned generations beginning with the earliest settlement of Liberty and Clay County in the 1820’s.

The Garrison-North End is a legacy district filled with a few remaining structures but countless stories of men and women who lived lives focused on their families, serving their community and country while often in a parallel world largely unnoticed by the majority population surrounding them.

Sources:

- “Memories of Mrs. Melinda Houston Estes. She was 92 years old when she gave this report. Liberty, MO April 30, 1901” Clay Co. Archives and Historical Library
- CCAAL website -<https://www.ccaal-garrisonschool.org/history>
- City Plan 1930

EDUCATION

- **The Pearly-Robinson House (446 North Water)** This was originally the home of Mr. and Mrs. Henry Robinson. Their daughter Lucretia Robinson set up a subscription school in the house after the Civil War to teach formerly enslaved children. Her work was later replaced by a school in the Old Rock Church that stood near here and then the Garrison School.



- **Garrison School – 502 N. Water Street**



The Garrison School was established in 1877, one of seven schools in Clay County to serve African American youth. It was named by Professor James Gay, who served as principal for 22 years, in honor of abolitionist leader William Lloyd Garrison. It offered 8 elementary grades and 2 years of high school. By 1909, the school enrolled 117 students. Teachers emphasized academics, character building and racial pride. In 1922 Garrison had earned the reputation as one

of the best schools for African American students in Missouri. The “Garrison Wonder Team” won the Missouri State Football Championship in 1932 and the high school track team took 3rd place in state competition in 1935. In 1953, the high school unit closed and students were transported to Lincoln High School in Kansas City. The final year of a segregated Garrison School was in 1957. It became the 4th Grade Center in 1958; and the Kindergarten in 1961. This photo is of Garrison in 1880.

- **Prof. James A Gay (1882-1985) (415 N Gallatin)** Professor Gay was principal of Garrison School and responsible for naming the school after the great abolitionist and journalist, William Lloyd Garrison. Professor Gay taught at the Western Bible Baptist College. His close friend at William Jewell College, Dr. H.I. Hester, referred students to Professor Gay for tutoring in Latin and Greek.



- Clarence Gantt (1903-1958)** (334 N. Prairie) Clarence and his siblings were third-generation Garrison students. After graduation from Lincoln University, he taught in Oklahoma before being recruited by his mentor Professor James Gay to return to Garrison where he eventually became principal. Gantt served at Garrison until its closure because of integration in 1958. All the teaching staff at Garrison was terminated except Gantt; he was relegated to a token position of Study Hall Monitor at Liberty High School and later transferred to several Elementary schools as playground supervisor. He also looked after the Garrison students as they made the transition into an integrated system. He was a member of the Prince Hall Masonic Lodge. He taught adult education classes at Central High School, and was a volunteer worker for the Clay County Human Resources Development Corporation.



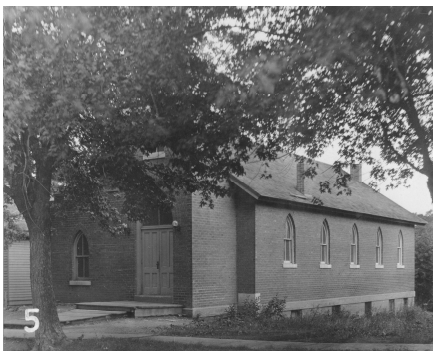
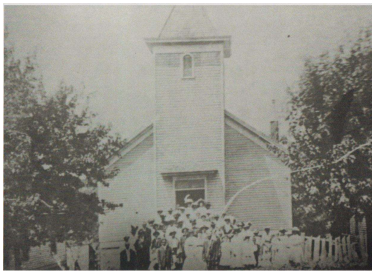
Courtesy J. Anthony Snorgrass

CHURCHES

- St. Luke AME Church** (433 N. Main) – Rev. Jesse Mills organized St. Luke African Methodist Episcopal (A.M.E.) Church in 1875. In the history of the church there were three fires (one caused by lightning) and major damage from the 2003 tornado. Asbestos, rodents and a declining congregation led to its closure and the building's demolition in 2013.



- Mt Zion / First Baptist Church** (336 N. Gallatin) – organized by slaves, masters and free blacks in 1843 under the leadership of Rev. William Brown, a young man less than twenty years of age, and worshipping in the courthouse. They later moved to an old barn on N. Missouri Street before purchasing land on Gallatin Street and a wooden building in 1869, prior to the current building. Mt Zion/First Baptist continues as a vibrant part of the Liberty community.

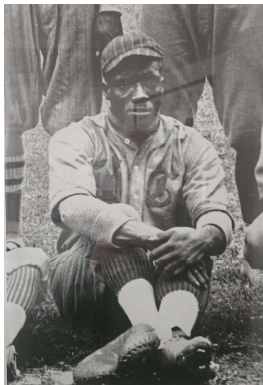


SERVICE TO COUNTRY AND COMMUNITY (examples)

- **James Allen Brooks (1923-2012)** (442 N Gallatin) Staff Sergeant James Allen Brooks served as a cargo technician during World War, He was a prominent and consistent community leader including a founding member of the Liberty Fellowship of the Concerned, lifetime membership to First Baptist Church, and over fifty years employed with Commerce Bank of Liberty and a recipient of the Liberty Martin Luther King, Jr. Service Award.



- **Sam Houston (1921-2016)** (310 N. Gallatin) Sam was one of Liberty's most outstanding citizens. He graduated from Garrison School in 1939. He helped create the Liberty Fellowship of the Concerned to fight racial intolerance and foster harmony among ethnic groups. In March 1968 he traveled to Memphis with MLK Jr. during demonstrations supporting sanitation workers who were on strike. He ran for Liberty City Council in 1975 and served for 18 years - the first African American to be so elected. During his tenure he initiated the first Juneteenth celebration and the first Martin Luther King, Jr. birthday celebration north of the River, starting in 1984. In 1980, Gov. Teasdale appointed him to the Commission on Human Rights. The Houston family traces back to John Houston, a free black man, who settled on land in 1844 that is now the Liberty Community Center.



- **Otto C. "Jaybird" Ray (1893- 1976)** was an American pitcher, catcher and first baseman in the Negro Leagues, most notably the Kansas City Monarchs for four years. He was a Jackson County Deputy Sheriff and member of Mt. Zion First Baptist Church. He died in Liberty at the age of 82 and is buried at Ft. Leavenworth National Cemetery in Leavenworth, KS.

SIGNIFICANT PERSONS (examples)

- **Hazel Murray Black (1900-1987)** (435 N. Gallatin) A remarkable historian of the African American community. She was an active member of the Clay County Historical Society and served as a volunteer researcher. Her interviews and essays were recorded in the Liberty Tribune. She was raised in the White Oak Church community on North Brighton. She was also a businesswoman along with her husband (John) owned a restaurant in their home in the 1940's. She was renowned with the Compton family of Oak Ridge Farm (now Stroud's Restaurant) for her "Virginia Beaten Biscuits".



- **Alice Houston Byrd** (316 N. Gallatin) Alice Houston Byrd's accomplishments as a real estate owner and entrepreneur exemplify resilience, ambition, and the enduring pursuit of economic independence. Through her self-owned business, Domestic Help Services, she provided exceptional household management for Ruth and Russell Stocksdales, proprietors of Commerce Liberty Bank. Her professionalism and dedication earned their trust and respect. With a growing interest in real estate and property acquisition, Mrs. Byrd sought and received mentorship from Ruth Stocksdales, who recognized her potential and encouraged her aspirations. Through determination and strategic investment, she built an impressive portfolio of residential properties in both the North End and South End of Liberty. Her success positioned her as one of the few African American women of her era in Liberty to thrive in the real estate sector, leaving a lasting legacy of empowerment and entrepreneurship.



- **China Slaughter (1913-1997)** (304 N Main) Lawrence "China" Slaughter grew up in Liberty and after returning home from college the only job available was as a custodian for the Liberty School District, where he worked for over 47 years ending as Supervisor of Custodians for the School District. In addition to a leader within the North End, he was beloved by children and trusted by parents as the street crossing guard at Mill Street for 32 years at Franklin School. By the time China's own daughter (Ann) reached high school they were integrated and she was the first African American to be chosen as a yearbook queen and the first to be a member of the National Honor Society. He was an example of Dr. King's definition of greatness: "Not everyone can be famous but everyone can be great because greatness is determined by service. You only need a heart full of grace and a soul generated by love."

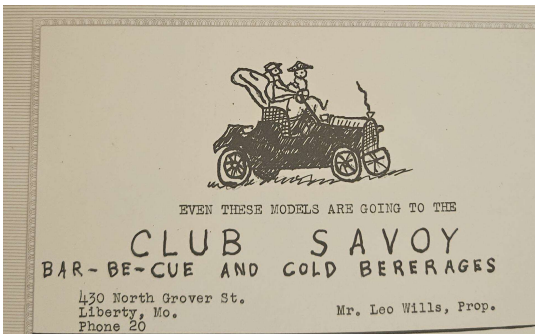


SOCIAL CLUBS and FREE MASONS

- Prince Hall Masonic Lodge** (southeast parking lot by Garrison on N. Main) The origin of the Liberty African American Lodge #37 F&AM began in 1877. In 1922 and 1923 the No. 17 Knights Templar Commandry received the state grand prize in the drill contest held in St. Louis. Benevolent associations including Black Freemasons were second in importance only to the church in building solidarity in the African American community, reaching their zenith between the end of the Civil War and the beginning of WW2 . They were active in the underground railroad, building schools and laying cornerstones for most African American churches. Prince Hall Freemasonry is the oldest and largest predominantly African American fraternal organization in the nation.



- Savoy Club** (430 N. Grover St.) The Savoy Club, founded in 1946 by WWII veteran and entrepreneur Luther Douglass, was a vibrant hub for Liberty's African American community when he returned home from the war to a segregated but self-sufficient neighborhood that had to provide its own entertainment and social life. The Savoy Club offered BBQ, cold drinks, a jukebox, and a dance floor, becoming the North End's premier nightlife destination. The upstairs housed rental apartments, reflecting Douglass's role in supporting community life. During segregation, venues like The Savoy Club and the Wiggle Inn on the South End provided essential social spaces Community residents would frequent to dance, drink and party. During this era, there was only one way for club Patrons from Kansas City, and surrounding towns to enter and exit Liberty (10 high-way), now known as Liberty Drive.



- supporting community life. During segregation, venues like The Savoy Club and the Wiggle Inn on the South End provided essential social spaces Community residents would frequent to dance, drink and party. During this era, there was only one way for club Patrons from Kansas City, and surrounding towns to enter and exit Liberty (10 high-way), now known as Liberty Drive.
- The ad is from the Garrison Echo 1949 yearbook; the photo is Luther Douglas, owner of the Savoy Club.

BUSINESSES (examples)

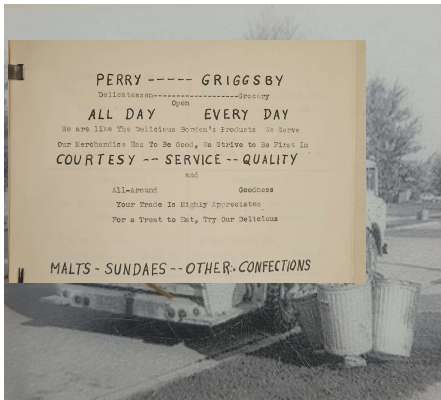
- **Cornelius Vanderbilt Bird (1896-1967)** (434 N Grover) gardener and owner of Sunny Day's Garden and Greenhouse. Migrated to Liberty from his father's forty-acre farm in White Oak in N. Kansas City during the WW1 era. His rules for successful gardening on these three plots of ground were simple: "The main thing is to plant at the right time and to water at the right time." To hundreds of Liberty residents he was a trusted counselor who initiated them into the mysteries of what happens to a seed buried in the moist earth and warmed by the sun. He once said, "How people can go through life and not grow anything, I don't understand."



- **Jesse Dodd (1906-1992)** (339 N. Main) Dodd purchased the L.H. Hicks Cleaners on Missouri Street, renamed it Michigan Cleaners and operated it for more than 25 years. He provided work for six of his 10 children and other African Americans in the community. He demonstrated an African American man could establish a successful business in a then highly segregated society and continue that operation into the dawning of the Civil Rights Movement.



- **Herman "Sack" Lee (1926-1990)** (460 N Prairie) "Sack" owned the Lee Waste Management Company for 18 years before selling it in the 1970s. He coached an American Legion Little League team that played against both African American and white youth during segregation. He taught the players not only to play ball, but also life lessons in socialization and sportsmanship. He was active in Liberty Prince Hall Lodge #37 and Mt. Zion/First Baptist Church.

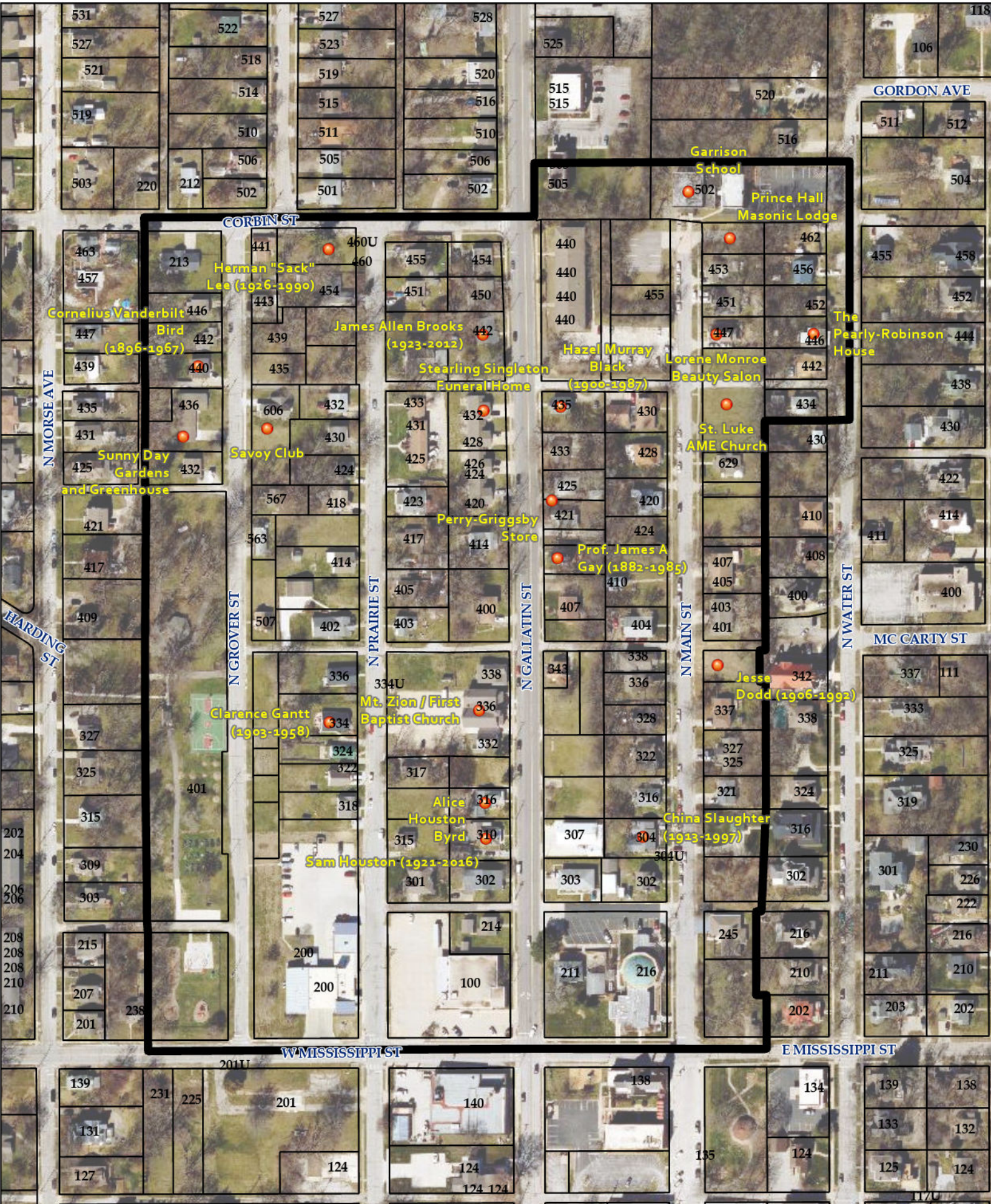


● **Perry- Griggsby Store** (423 N Gallatin) Sold groceries/ice cream / candy. (photo from 1948 Garrison School Echo Yearbook)

● **Other businesses** in the North End through the years included John and Hazel Black with a grocery store and restaurant (435 N Gallatin); Beally McShear with a Pool Hall; Long and Rhodes who operated a movie theatre in their home on N. Water St.; Sterling Singleton who operated a mortuary/funeral home (430 N Gallatin); and Lorene Monroe who operated a beauty salon (447 N. Main).

sources:

- *Remarkable Women of Liberty* Juarenne Hester, Jackie Kennedy, Cathy Teague
- *Garrison School Echo* 1948 Yearbook
- Liberty African American Legacy.org (website)
- Clay Co Archives and Historical Library
- Garrison School Cultural Center
- Albert J. Byrd, resident, born and raised in North End. elected Liberty School Board
- Ms. Colleen Meyers, the 91-year-old cousin of Luther Douglass, a North End Resident whose Century home still stands on North Main Street (5/5/25)
- Shelton Ponder, resident, North End, elected Liberty City Council (Ward One)
- Dr. Cecelia Robinson, Historian, CCAAL



HDRC Case# 26-001LD Public Hearing- Garrison North End Legacy District-

Ms. Sharp summarized the staff report and recommended approval. Explaining that staff looked at the parameters for a Legacy District, the intent is to honor an area that holds significant value to the history of the city but many of the structures are no longer standing. She shared a map with boundaries of the proposed district, generally the area north of Mississippi Street from Main Street on the east, to Grover on the west, and Corbin Street at the north boundary.

- Staff believes that this area is of significance and it meets the standards for a Legacy District.
- HDRC is a recommending body. The recommendation will be brought to the City Council next Monday for consideration and final approval.

Chairman Grundy opened the public hearing.

- AJ Byrd, 431 E Franklin, said the value and potential in this Garrison North End area as a Legacy District is tremendous. There is potential growth and a cultural identity, community engagement and pride. When community members know one another, it makes it safer. This designation makes it more appealing to residents and visitors. The name "Garrison North End" has history, as this was a thriving area for African Americans in Liberty.
- Mr. Theresa Byrd, 10 College Place West/ 431 E Franklin, said she stands in total support of establishing the Legacy District. Liberty was a segregated community and it was important for them to establish their own businesses in that area. The African Americans had their own barber shops and beauty shops in that area, and a mortuary among many other businesses. Notable people lived in the area such as China Slaughter who was a crossing guard at Franklin Elementary, James A Gay who was a professor and helped reinvent the Garrison School, and Marie Mason's beauty shop. These are just a few of the entrepreneurs that should be honored and a legacy left. This area can be a tourist attraction.
- Cecelia Robinson, 17 College Place West, Dr. Robinson commented that the black community built here, were buried here and are still here, and their contributions date back to the 1820's. For over 200 years the African Americans have been in Liberty. We are a part of this history and should be included, not segregated. In the Fairview Cemetery, there is a white and black side. These people had to work together and live together. You can see the 760 names of the people that built Clay County in the cemetery therefore, she supports this Legacy District.
- Shelton Ponder, 440 N Main, Mr. Ponder shared that if you come into North End, it is an amazing place because the people that came here were enslaved or free, but began to think on another level because of the entrepreneurship of the area. The church, the home, and the school are the foundation that serves as a catalyst for people that came out of that area. There were other important areas such as the South End and the East End on Richfield road. He thanked the Commission for considering this as it is a positive step for the people of Liberty and for the people coming to Liberty, as well as the forthcoming generations.
- James Lemons, owns 421 N Gallatin, 425 N Gallatin and a vacant lot at 424 N Main, He understands the importance of the area and respects that, but he doesn't want his properties to be in a Historic District, adding that perhaps he doesn't understand if the Legacy District would be similar with restrictions. He showed a map indicating all the vacant lots in the area.
- Greg Strevino, 435 Grover, asked for clarification on the zoning.
- Ms. Sharp addressed Mr. Lemon's and Mr. Strevino's concerns, stating that this is not like Liberty's other historic districts because it is not about the structures. It doesn't require a

Certificate of Appropriateness. It doesn't have any zoning changes or restrictions, it is an honorary designation. The Legacy District is about telling the historical story of an important area of the city that doesn't have the historic structures. We hope to have plaques or signs to tell the stories and banners on the new light posts to bring pride and knowledge of the history. If the Garrison- North End Legacy District is established, there would be no additional applications required of homeowner or additional oversight.

Chairman Grundy closed the public hearing.

- Vice Chair Gray said she was on the Garrison Task Force that identified creating a Legacy District as a goal for this area, and asked audience members that served on that task force to be recognized.
- Commissioner Carr thanked Mr. Byrd for applying this designation, adding that it is very appropriate with February being Black History month. He is in favor of this application.
- Commissioner Armstrong asked how HDRC can be of assistance. We have clarified that there are not obligations on homeowners. She wondered if there would be ways that the Commission can be helpful. She would like HDRC to be an asset and not a burden.
- Mr. Byrd said it might be helpful to have the Commission write letters of support for grant applications or have City Staff help to seek grants for home improvements. He added that the new lighting and sidewalks have been a tremendous improvement to the area.

Commissioner Armstrong made a motion to affirm and approve the application because it conforms to our ordinances and is an appropriate recognition. The motion was seconded by Commissioner Carr. The motion passed 6-0-0.

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LIBERTY, MISSOURI, DESIGNATING THE
"GARRISON- NORTH END" AS A HISTORIC LEGACY DISTRICT AND IDENTIFYING
THE BOUNDARIES OF THE "GARRISON- NORTH END HISTORIC LEGACY
DISTRICT"

WHEREAS, the City of Liberty, Missouri has adopted a Unified Development Ordinance ("UDO") providing for the establishment of Historic Legacy Districts to recognize areas of historical and cultural significance; and

WHEREAS, Section 30-70.6 of the Unified Development Ordinance authorizes the City Council to designate Historic Legacy Districts upon recommendation of the Historic District Review Commission; and

WHEREAS, an application was submitted by A.J. Byrd requesting designation of the Garrison-North End area as a Historic Legacy District, identified as HDRC Case No. 26-01LD; and

WHEREAS, from the early 1900s to 1960s, the Garrison- North End District was the heart of the Black community, exhibiting vibrant businesses and residences including restaurants, churches, schools, grocery stores, and social clubs; and

WHEREAS, it is appropriate for the City of Liberty to formally recognize this historic area and maintain the historic record despite many of the buildings or businesses being no longer extant; and

WHEREAS, the proposed district is generally located along Mississippi Street from Grover Street to Main Street and North Water Street, extending north to Corbin Street and including the Garrison School, as depicted on the District Boundary Map attached hereto as Exhibit A; and

WHEREAS, notice of the application was provided in accordance with the requirements of the Unified Development Ordinance; and

WHEREAS, the Historic District Review Commission conducted a public meeting, reviewed the application and supporting materials, and recommended approval of the request; and

WHEREAS, the City Council finds that the proposed district meets the criteria for designation as a Historic Legacy District as set forth in Section 30-70.6 of the Unified Development Ordinance, and that such designation is consistent with the public interest;

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

SECTION I

The Garrison–North End Historic Legacy District is hereby established pursuant to

ORDINANCE NO. _____ (CONT.)

Section 30-70.6 of the Liberty Unified Development Ordinance.

SECTION II

The boundaries of the Garrison–North End Historic Legacy District shall be as shown on the District Boundary Map attached as Exhibit A, which is incorporated herein by reference.

SECTION III

Designation as a Historic Legacy District is honorary in nature and shall not modify existing zoning classifications, permitted land uses, or development rights of properties located within the district, as provided by the Unified Development Ordinance.

SECTION IV

The City Council hereby adopts the findings, analysis, and recommendation of the Historic District Review Commission and City staff as set forth in the staff report for HDRC Case No. 26-01LD.

SECTION V

If any provision of this Ordinance is held to be invalid, such invalidity shall not affect the other provisions of this Ordinance.

SECTION VI

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 _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2026.

GREG CANUTESON, MAYOR



STAFF REPORT

Planning and Zoning Case 26-03PP

Staff: Michael Peterman, Assistant Director Planning & Development

Date: February 23, 2026

GENERAL INFORMATION

Application: Preliminary Plat for Whitehorse, a single-family residential subdivision with 281 lots, generally located along Birmingham Road, south of Lauren Street, north of Ruth Ewing Road for a 132+/- acre single-family residential development with three variance requests.

**Applicant: Art Akin
AGC Engineers. Inc.
405 S. Leonard St.
Liberty, MO 64068**

**Property Owners: Tim Harris
Star Development Corp.
244 W. Mill St., Ste. 101
Liberty, MO 64068**

Location: Along Birmingham Road, south of Lauren Street, north of Ruth Ewing Road

Site Acreage: 132 +/- Acres

Existing Land Use/Zoning: Undeveloped / R-1C, "Standard Single Family"

Future Land Use Map: Single Family Residential

**Surrounding Land Uses/Zoning: North: Residential/ R-1C, "Standard Single Family"
South: Residential / R-1A "Suburban Residential" & R-1C
East: Residential / R-1C, "Standard Single Family" & R-1A
West: Residential / R-1A "Suburban Residential" & R-1C**

**Public Notice: Courier Tribune-January 21
Letter sent to property owner within 185 ft. on December 26 and January 16
Sign Posted on site on December 29**

File Date: December 5, 2025

PREVIOUS CASES/SITE HISTORY

A Development Agreement for Whitehorse subdivision is running concurrently with this application and will be considered by the City Council on February 23, 2026.

P&Z Case 22-42R&PP: Rezoning and Preliminary Plat for the Whitehorse single family subdivision was approved by the City Council in October 2022. The Preliminary Plat approval expired after two years of inactivity on the project.

APPLICANT'S PROPOSAL

Summary

This is a request for a preliminary plat for a 132-acre single-family residential development with 281 lots.

This application also includes three variance requests, regarding streets, sewer, and sidewalks as described in their applicable sections below. The applicants written description of the Variance requests are attached as Exhibit C.

Use

The applicant proposes that the site be low-density residential with 281 single family lots.

Site Design

The proposed site is on the east side of Birmingham Road and north of Ruth Ewing. There are four phases shown on the preliminary plat:

- **Phase 1** is anticipated as 43.3 acres and 57 lots. It will include 7 Tracts (C-H) as stormwater and open space tracts, as well as Tract M which is for the future alignment of Birmingham Road, to be discussed further in the streets section of the report. All of the internal roads will include sidewalks and will be built to city standards. The applicant is requesting a variance from the city standards for a portion of Birmingham adjacent to Phase 1, which will be discussed at length later in the report. **Phase 2** includes 93 lots on approximately 33+/- acres, and also contains Tract I for stormwater BMPs. **Phase 3** contains 42+/- acres, 103 lots, and stormwater tracts J, K and L. North of the railroad tracks, on the east side of Birmingham is **Phase 4**. This section consists of approximately 14 acres and 28 lots.
- All lots are proposed to be at a minimum 70-foot-wide and 110 feet deep, which the minimum for the R-1C zoning district. All tracts within the development will be owned and maintained by the HOA.

Access/Circulation

There will be 3 proposed entrances to the site from Birmingham: on the north side of the railroad at Lauren Street; south of the railroad crossing on the east side of Birmingham at Bridgeway Lane; and Creekwood Drive. There are 4 cul-de-sac roads and the rest of the streets are looped through the site.

Sidewalks are proposed to be constructed along Birmingham Road north and south of the future rail crossing bridge construction area except for the specific areas requested in the variances, and on both sides of the street throughout the internal roads in the development. The new bridge will have pedestrian infrastructure.

Variance:

The developer is requesting a variance from Sec. 30-93.3. - Design specifications, streets and alleys, which states that five-foot wide sidewalks are required on both sides of the street on all road improvements. The applicant requests a variance from building the sidewalk on the west side of Birmingham adjacent to Phase 1, since that property is undeveloped, and the sidewalk would be torn up when the site is developed in the future. The applicant's variance request is attached to this staff report.

Railroad Crossing

City Staff approached the developer about a future realignment of Birmingham Road including a bridge crossing over the railroad tracks, eliminating the existing at-grade crossing. Because of the realignment and bridge, instead of improving existing Birmingham Road through the extent of the site as it exists today, the developer will make the required improvements only at the locations that will remain in use after the bridge is in place. The developer would be required to fully improve Birmingham Road if for any reason the bridge were not to be built. This stipulation will be part of the Development Agreement approved and accepted by the City Council. The developer has agreed to contribute to the cost of the bridge, the details of this agreement will be conferred in a development agreement to be reviewed by the City Council concurrent with this application.

Landscaping/ Tree Preservation/Parkland Dedication

All residential lots are required to have the following landscaping:

- Residential lots shall contain within the front yard a minimum of one tree, which may be large- or small-growing; two perennials; and three shrubs per dwelling unit.
- For all residential districts, a minimum of one street tree shall be planted within the planting strip for each lot created;
- In the case of corner lots, a minimum of two street trees, one per street, shall be planted;
- Additionally, any streets that do not contain a residential lot must provide street trees at the interval of one tree per fifty linear feet.

A fee in lieu of tree preservation may be required to be given to the City's tree fund based on the results of a future tree survey of the trees to be removed from the site.

All proposed residential development is required to dedicate park land or an equivalent fee-in-lieu of dedication for public use. As no parkland is proposed with this development, a fee in-lieu will be required before the final plat can be recorded.

PUBLIC INFRASTRUCTURE

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

Streets

The proposed development will have access to Birmingham Road at three locations. Birmingham Road will be improved at the north and south of the site. A new alignment of Birmingham Road to allow for a bridge over the railroad tracks is shown on the preliminary plat and will be dedicated as right of way in the future.

Variance:

The developer is requesting a variance from Sec. 30-35.2. - Street capacity requirements; required improvements, which requires the developer to improve all collector or arterial streets that abut the proposed development along the entire limits of the development site to city improvement standards. The applicant requests a variance from improving Birmingham Road north of Creekwood Drive and south of lot 281, approximately Lauren Street where Birmingham Road will no longer be utilized after the bridge is installed. The applicant's variance request is attached to this staff report.

Sanitary Sewer

Sanitary sewer service will be provided via existing sanitary sewer main on the west side of the railroad tracks that will run through the site to Birmingham Road.

Variance:

The applicant is requesting a variance from Sec. 30-36.1. - Sanitary sewer facilities; required connection, which states that all development shall be required to provide a direct gravity flow sewer connection to the public sewer system. The applicant requests to install a sewer lift station and force main in the area shown as Phase 4, which lies north of the tracks and east of Birmingham Road. The applicant's engineer provided a detailed explanation which is summarized below:

- The existing sanitary sewer in the nearby development is too shallow to tie into.
- Existing storm system on the west side also conflicts with possible sewer locations.
- The other option would be to put the sewer at 28 feet deep, exceeding the standard max depth of 22 feet.
- Working with the Utility Director, it was determined to build gravity line south and under the railroad placing the lift station on the south side of the railroad and east of Birmingham Road, to limit the amount of force main.

Water

Water service will be provided from public mains on Birmingham Road.

Stormwater

Storm water will be collected on the property and directed into a combination of storm water quality best management practices (BMPs) and storm water detention basins. Storm water released from the development will be managed to reduce offsite erosion potential or additional erosion prevention measures will be designed and constructed.

STAFF ANALYSIS

A preliminary plat is required for the general subdivision of land to ensure the layout of a proposed subdivision conforms to the comprehensive plan and the UDO. Staff's analysis of a preliminary plat application is guided by Section 30-28.10. Preliminary plat, approval criteria:

- 1. The preliminary plat substantially complies with the intent of the comprehensive plan;**
Staff believes this proposal satisfies the intent of the comprehensive plan and the future land use map. Single family lots are an appropriate use in this location.
- 2. The preliminary plat complies with the provisions of this UDO; and**
Staff finds that the application substantially conforms to the requirements set forth in the Unified Development Ordinance, but for the three variances described above.
- 3. The preliminary plat substantially complies with approved city development standards and policies.**
Staff finds that this Preliminary Plat complies with the intent of city development standards and policies.

STAFF RECOMMENDATION

Staff finds that this application meets the standards of review for a preliminary plat if the variances described above are approved. Staff recommends approval of P&Z Case 26-03PP.

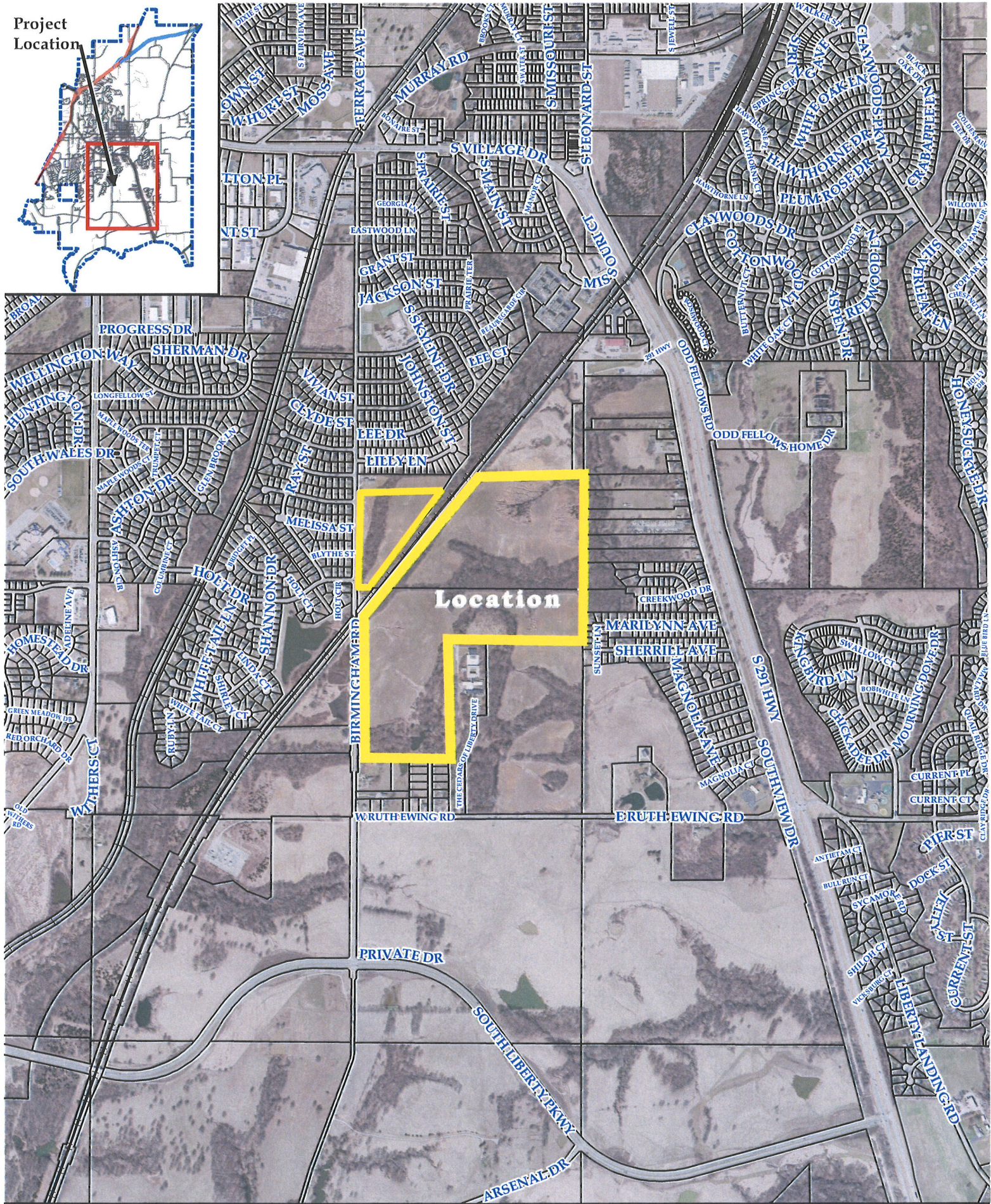
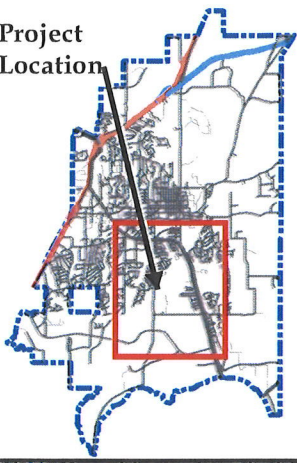
P&Z RECOMMENDATION

At its February 10, 2026 meeting, the Planning Commission voted 9-0-0 to recommend approval of P&Z Case 26-03PP with the associated variances as presented in the staff report.

ATTACHMENTS

- Exhibit A: Vicinity Map
- Exhibit B: Preliminary Plat
- Exhibit C: Applicants Variance Requests
- Exhibit D: Excerpt minutes from Planning & Zoning Commission meeting
- Exhibit E: Resolution

Project Location



P&Z Case 26-03PP
Preliminary Plat Whitehorse

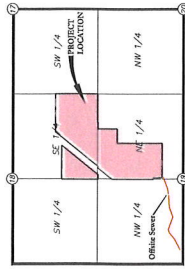
EXHIBIT A:
VICINITY MAP



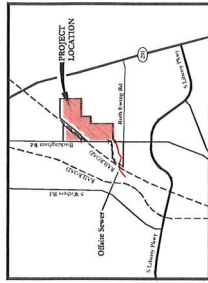
PRELIMINARY PLAT Whitehorse

A Subdivision in Liberty, City, County, Missouri

SE 1/4 SECTION 18, TOWNSHIP 51 NORTH,
RANGE 31 WEST NE 1/4, & NW 1/4, SECTION 19,
TOWNSHIP 51 NORTH, RANGE 31 WEST



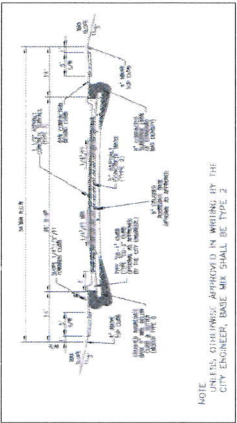
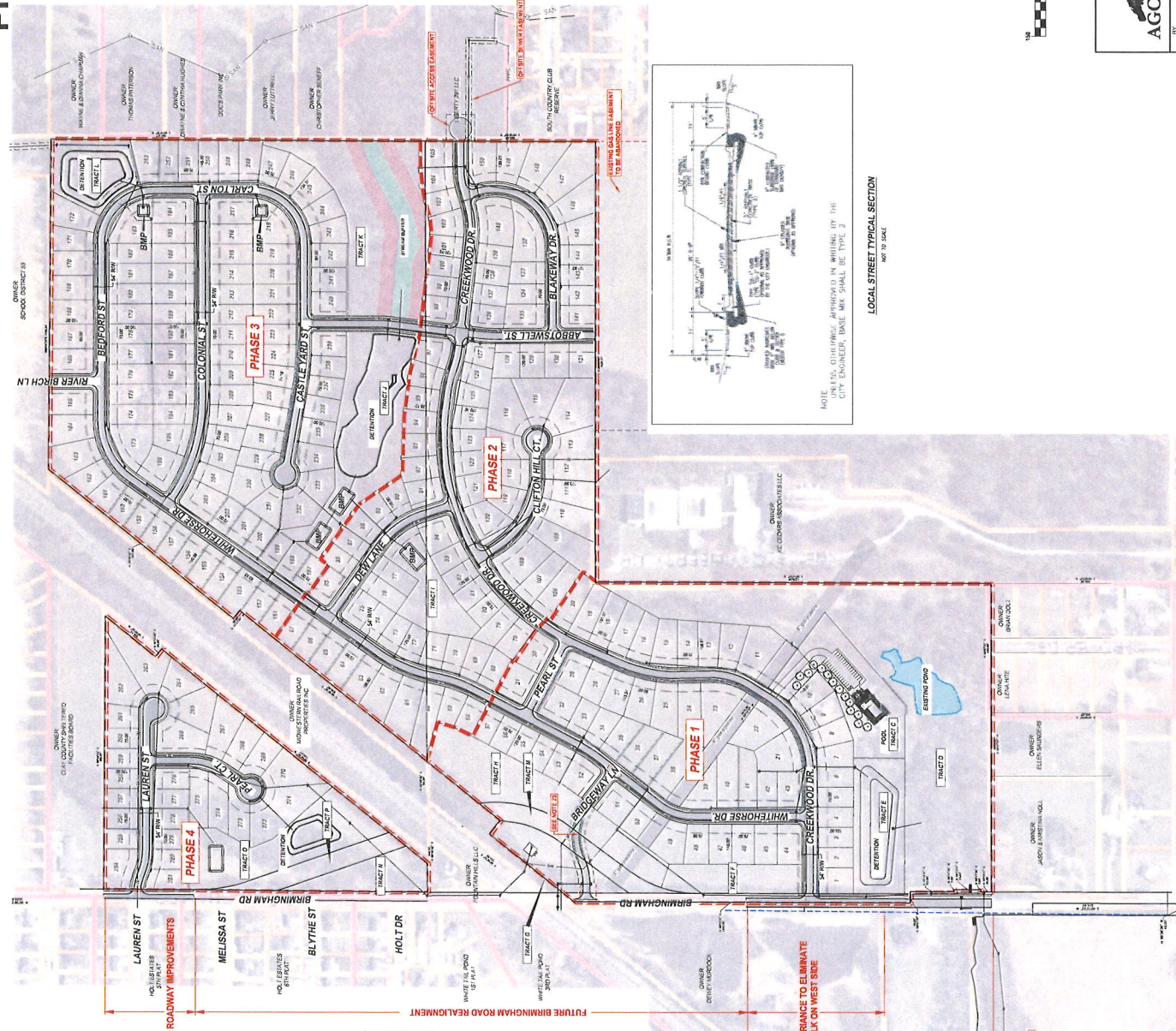
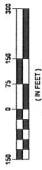
SECTION LOCATOR
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

LEGEND

- 1. EXISTING FENCE
- 2. EXISTING FENCE
- 3. EXISTING FENCE
- 4. EXISTING FENCE
- 5. EXISTING FENCE
- 6. EXISTING FENCE
- 7. EXISTING FENCE
- 8. EXISTING FENCE
- 9. EXISTING FENCE
- 10. EXISTING FENCE
- 11. EXISTING FENCE
- 12. EXISTING FENCE
- 13. EXISTING FENCE
- 14. EXISTING FENCE
- 15. EXISTING FENCE
- 16. EXISTING FENCE
- 17. EXISTING FENCE
- 18. EXISTING FENCE
- 19. EXISTING FENCE
- 20. EXISTING FENCE
- 21. EXISTING FENCE
- 22. EXISTING FENCE
- 23. EXISTING FENCE
- 24. EXISTING FENCE
- 25. EXISTING FENCE
- 26. EXISTING FENCE
- 27. EXISTING FENCE
- 28. EXISTING FENCE
- 29. EXISTING FENCE
- 30. EXISTING FENCE
- 31. EXISTING FENCE
- 32. EXISTING FENCE
- 33. EXISTING FENCE
- 34. EXISTING FENCE
- 35. EXISTING FENCE
- 36. EXISTING FENCE
- 37. EXISTING FENCE
- 38. EXISTING FENCE
- 39. EXISTING FENCE
- 40. EXISTING FENCE
- 41. EXISTING FENCE
- 42. EXISTING FENCE
- 43. EXISTING FENCE
- 44. EXISTING FENCE
- 45. EXISTING FENCE
- 46. EXISTING FENCE
- 47. EXISTING FENCE
- 48. EXISTING FENCE
- 49. EXISTING FENCE
- 50. EXISTING FENCE
- 51. EXISTING FENCE
- 52. EXISTING FENCE
- 53. EXISTING FENCE
- 54. EXISTING FENCE
- 55. EXISTING FENCE
- 56. EXISTING FENCE
- 57. EXISTING FENCE
- 58. EXISTING FENCE
- 59. EXISTING FENCE
- 60. EXISTING FENCE
- 61. EXISTING FENCE
- 62. EXISTING FENCE
- 63. EXISTING FENCE
- 64. EXISTING FENCE
- 65. EXISTING FENCE
- 66. EXISTING FENCE
- 67. EXISTING FENCE
- 68. EXISTING FENCE
- 69. EXISTING FENCE
- 70. EXISTING FENCE
- 71. EXISTING FENCE
- 72. EXISTING FENCE
- 73. EXISTING FENCE
- 74. EXISTING FENCE
- 75. EXISTING FENCE
- 76. EXISTING FENCE
- 77. EXISTING FENCE
- 78. EXISTING FENCE
- 79. EXISTING FENCE
- 80. EXISTING FENCE
- 81. EXISTING FENCE
- 82. EXISTING FENCE
- 83. EXISTING FENCE
- 84. EXISTING FENCE
- 85. EXISTING FENCE
- 86. EXISTING FENCE
- 87. EXISTING FENCE
- 88. EXISTING FENCE
- 89. EXISTING FENCE
- 90. EXISTING FENCE
- 91. EXISTING FENCE
- 92. EXISTING FENCE
- 93. EXISTING FENCE
- 94. EXISTING FENCE
- 95. EXISTING FENCE
- 96. EXISTING FENCE
- 97. EXISTING FENCE
- 98. EXISTING FENCE
- 99. EXISTING FENCE
- 100. EXISTING FENCE



LOCAL STREET TYPICAL SECTION
NOT TO SCALE

PROPERTY DESCRIPTION

GENERAL NOTES

1. This plat is subject to the following conditions...
2. All lots shall be developed in accordance with the plat...
3. The owner shall be responsible for obtaining all necessary permits...
4. The plat is subject to the provisions of the Missouri Subdivision Plat Act...
5. The plat is subject to the provisions of the Missouri Plat Act...
6. The plat is subject to the provisions of the Missouri Subdivision Plat Act...
7. The plat is subject to the provisions of the Missouri Plat Act...
8. The plat is subject to the provisions of the Missouri Subdivision Plat Act...
9. The plat is subject to the provisions of the Missouri Plat Act...
10. The plat is subject to the provisions of the Missouri Subdivision Plat Act...
11. The plat is subject to the provisions of the Missouri Plat Act...
12. The plat is subject to the provisions of the Missouri Subdivision Plat Act...
13. The plat is subject to the provisions of the Missouri Plat Act...
14. The plat is subject to the provisions of the Missouri Subdivision Plat Act...
15. The plat is subject to the provisions of the Missouri Plat Act...
16. The plat is subject to the provisions of the Missouri Subdivision Plat Act...
17. The plat is subject to the provisions of the Missouri Plat Act...
18. The plat is subject to the provisions of the Missouri Subdivision Plat Act...
19. The plat is subject to the provisions of the Missouri Plat Act...
20. The plat is subject to the provisions of the Missouri Subdivision Plat Act...
21. The plat is subject to the provisions of the Missouri Plat Act...
22. The plat is subject to the provisions of the Missouri Subdivision Plat Act...
23. The plat is subject to the provisions of the Missouri Plat Act...
24. The plat is subject to the provisions of the Missouri Subdivision Plat Act...
25. The plat is subject to the provisions of the Missouri Plat Act...
26. The plat is subject to the provisions of the Missouri Subdivision Plat Act...
27. The plat is subject to the provisions of the Missouri Plat Act...
28. The plat is subject to the provisions of the Missouri Subdivision Plat Act...
29. The plat is subject to the provisions of the Missouri Plat Act...
30. The plat is subject to the provisions of the Missouri Subdivision Plat Act...

DEVELOPMENT DATA

PHASE	TRACTS	ACRES	COMMENTS	NET ACRES	NET ACRES
1	1-12	12.00	PHASE 1	12.00	12.00
2	13-24	24.00	PHASE 2	24.00	24.00
3	25-36	36.00	PHASE 3	36.00	36.00
4	37-48	48.00	PHASE 4	48.00	48.00
TOTAL		120.00		120.00	120.00

DEVELOPER
AGC Engineers, Inc.
485 S. Leonard St., Suite D
Liberty, Missouri 64088
816.794.4300
Fax: 792.3666
www.agcengineers.com

BY: [Signature]
[Name]
[Title]

DATE: 11-17-25
11-20-25
11-20-25

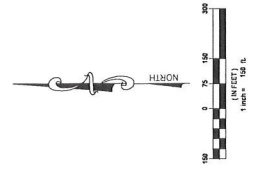
1 of 5

PRELIMINARY PLAT

Whitehorse

A Subdivision in Liberty,
Clay County, Missouri

(Grading Plan)



468 S. Leonard St., Suite D
Liberty, Missouri 64088
Tel: 781.450.1100
Fax: 781.450.1100
www.agcengineers.com

AGC Engineers, Inc.

BY	REVISION
AW/CA	11/17/25
AW/CA	8-7-22
AW/CA	Submitted to City
AW/CA	Submitted to City

2 of 5

PRELIMINARY PLAT

Whitehorse

A Subdivision in Liberty,
Clay County, Missouri

(Utility Plan 1 of 2)





AGC Engineers, Inc.

48 S. Leonard St., Suite D
Liberty, Missouri 64688
816.798.4300
Fax 816.798.4666
www.agcengineers.com

DATE	11-11-2025
REVISION	9-2-23
BY	SK/ML
CHECKED	SK/ML
DATE	7-28-22

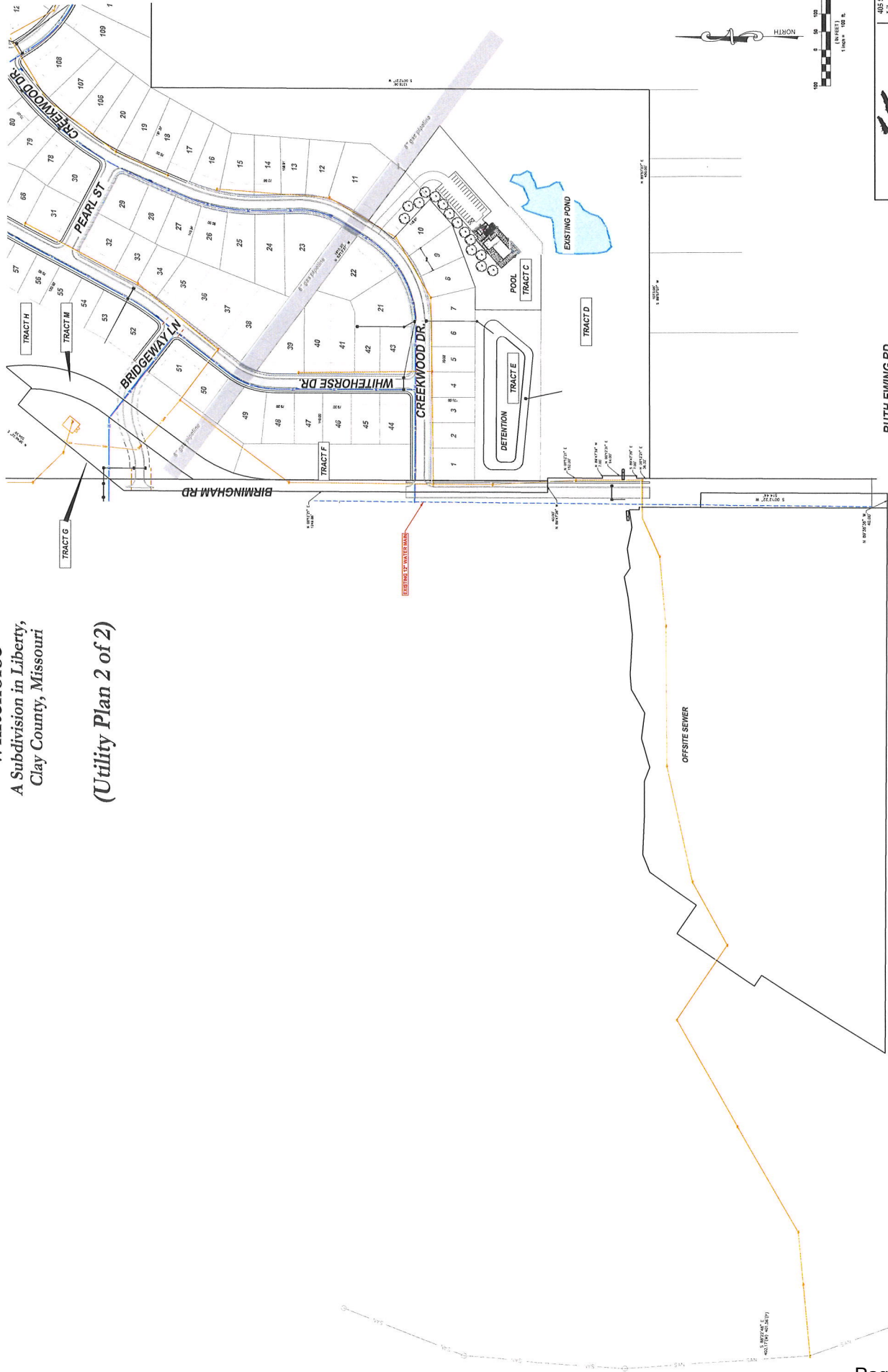
3 of 5

PRELIMINARY PLAT

Whitehorse

A Subdivision in Liberty,
Clay County, Missouri

(Utility Plan 2 of 2)



RUTH EWING RD

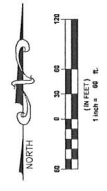
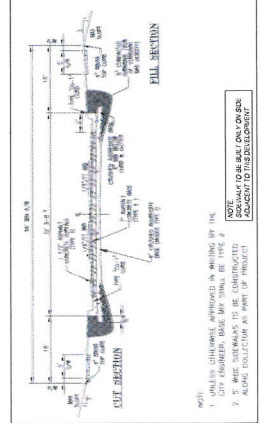
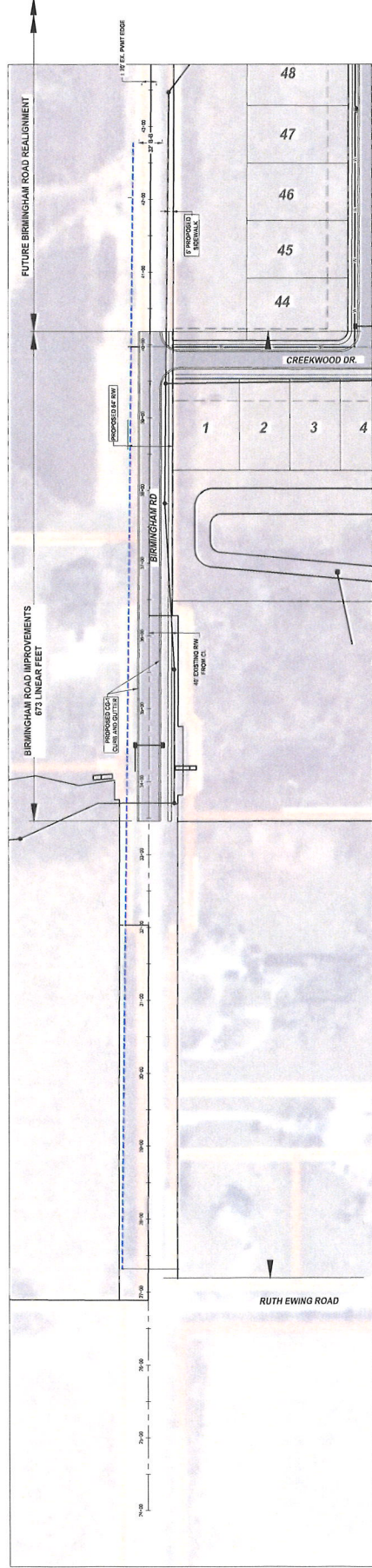
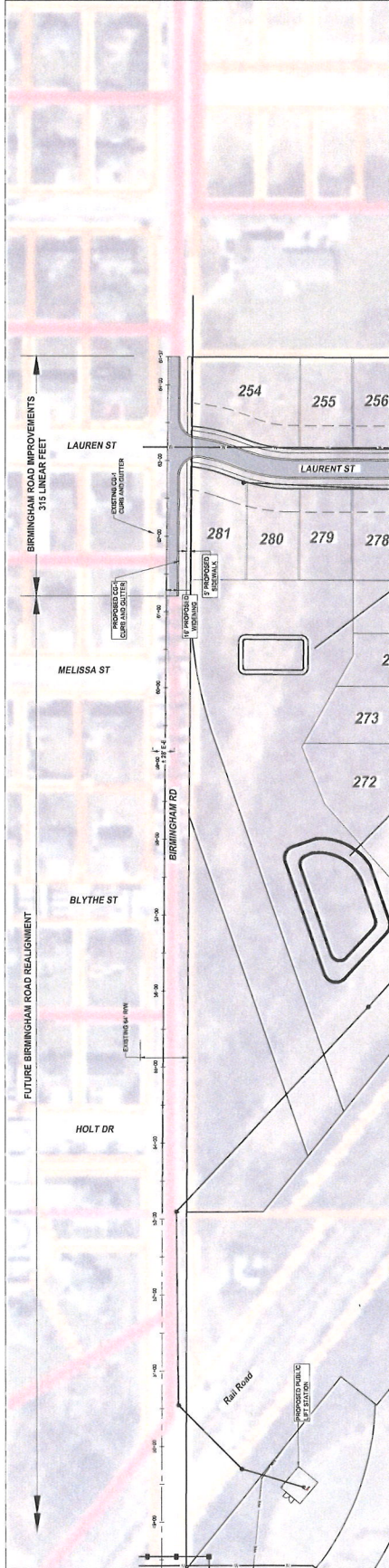
AGC Engineers, INC.
BY: [Signature] REVISED:
DATE: [Date]
405 S. Leonard St., Suite D
Liberty, Missouri 64088
816.791.1200
816.792.3666
www.agcengineers.com
M/A/C/E Submitted to City
M/A/C/E Submitted to City
M/A/C/E Submitted to City
11-17-20
P-2-22
P-2-22
4 of 5

PRELIMINARY PLAT

Whitehorse

A Subdivision in Liberty,
Clay County, Missouri

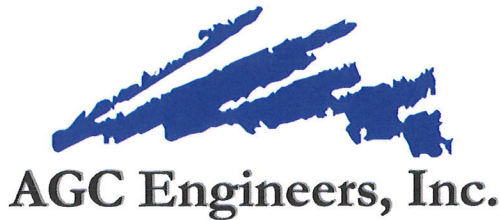
(Birmingham Road Improvements)



415 S. Leonard St., Suite D
Liberty, Missouri 64068
816.781.5008
Fax 781.8669
www.agcengineers.com

AGC Engineers, Inc.

REVISION
 A/AGC Submitted to City 11-17-20
 A/AGC Submitted to City 9-2-20
 A/AGC Submitted to City 7-28-20



November 24, 2025

Mr. Mike Peterman, AICP
City of Liberty
101 E. Kansas Street
Liberty, Missouri 64068

Re: P&Z (Previous Case 22-42R&PDP): Preliminary Development Plan for Whitehorse single family subdivision.

In 2022, we developed a preliminary plan/plat for Whitehorse and completed the city review and approval process. However the plat approval had sunset, so we are resubmitting this preliminary plan/plat and variance request for current review and approval. The main difference from the previous approval is that the original phase I of five (5) phases has been eliminated and a pool has been added to the development.

This letter is to serve as a variance request for the following three items.

1. Sewer lift station and force main,

In researching the existing sewer options for the area, we are showing as Phase IV on the preliminary development plan we found that the sanitary sewer on the east side of the Whitetail Pond is shallow. It appears that they pushed the limits when serving the houses on the east side of the development.

Complicating the issue is the storm system on the west side of Birmingham. We looked at the MH's on Blythe and Holt and the manhole down by White Tail Pond back of the lots on Holt Court Cul de Sac.

On all three profiles the existing storm 36' to 48" equivalent was in conflict. The existing sanitary sewer is too shallow for us to go under the storm and connect and the existing storm is too shallow to go over.

We looked at what it would take to go gravity down on the south side of the tracks. Connecting to the sewer in Phase I. This alignment bucks grade pushing through a hill with 28-foot-deep sewer. Our recommended limits on sewer depth for construction top out at around 22 feet.

Our preference would be to connect gravity to the sewer system in Whitetail Pond however we do not see any viable options. We therefore are requesting a variance to allow a lift station for the lots in Phase IV.

405 S. LEONARD STREET, SUITE D
64068

LIBERTY, MISSOURI

1

P 816.781.4200 * F 816.792.3666 * WWW.AGCENGINEERS.COM

At the request of staff, we propose gravity line south and under the railroad placing the lift station on the south side of the railroad and east of Birmingham, to limit the length of force main.

2. Off-site sidewalk improvements for adequate public facilities requirement.

Requesting wavier of building the sidewalk on the west side of Birmingham where property is currently undeveloped. For this project that would be one parcel 15413000700200 at 1840 Birmingham Rd. Since development of the site would likely destroy a good portion of the walk.

3. As part of the original review process, we had requested as a variance request for adequate public facilities requirements regarding Birmingham Road. This request was previously stated as follows:

It is understood that typical development of this site would, per City direction of City Code Section 30-35.2, require bringing the existing roadway up to current city standards along the frontage of the property.

City staff had asked the developer to review future separated grade crossing between Birmingham and the existing railroad, to help provide some fore sight into what would be required to accommodate a future city improvement.

From this review it was determined that a separated grade along the existing north south alignment of Birmingham Road with the location of the existing Whitetail Pond development, both in plan and elevation would be difficult. The future improvement would most likely require buying out of existing properties along Birmingham Road and proposed properties on the preliminary plat layout of Whitehorse.

A suggested alternate alignment would provide some distance and workability with the existing Whitetail Pond development eliminating the need for property purchases. It does however encroach into the proposed Whitehorse development eliminating approximately 10 previously planned lots north of the tracks and areas south of the tracks planned for water quality offsets.

This proposed alignment, when built, rolls east onto the proposed Whitehorse development and will remove the existing Birmingham Roadway. This alternate alignment shown on the attached exhibit (Future Birmingham Road Improvements) starts on the north side of the tracks just north of Melissa Street rolling east, then south over the tracks and then back southwest to existing Birmingham, ending up approximately 678' south of the south right of way of the railroad.

The basis of this request for variance is to not improve Birmingham Road where the future improvement would then remove it. The offset for the developer not building this portion of roadway is the loss of developable ground that is being provided for this future improvement.

The request for variance is thus to:

“Waive the required roadway improvements for approximately the south 832 lf of frontage on the north side of the tracks and the north 678 lf of frontage south of the railroad, with the understanding that the developer will leave open space within this plat available for the future alignment as shown on the preliminary plat.”

If you have any questions or require further information, please contact me at (816) 781-4200.

Sincerely,

Art Akin

Art Akin, P.E.
President, AGC Engineers, Inc.

Cc: Tim Harris, Star Development
Matthew Iway, Star Development

405 S. LEONARD STREET, SUITE D

64068

LIBERTY, MISSOURI

3

P 816.781.4200 * F 816.792.3666 * WWW.AGCENGINEERS.COM

I. Public Hearing Cases

A. PZ Case 26-03PP: Preliminary Plat for Whitehorse subdivision. 281 residential lots on 132 acres north of Ruth Ewing Rd. and east of Birmingham Rd. with multiple variance requests.

Mr. Peterman presented the proposal to the commission as described in the staff report. Mr. Findlay provided additional information regarding the options being explored for the realignment of Birmingham Road and bridge across the railroad right-of-way.

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

Commissioner Holt asked what assurance the City may have that the developer will pay for those street improvements that are determined to be necessary. Would a letter of credit be involved? Mr. Peterman stated that the proposal is broken up into separate phases of development, and that each phase activates different improvement requirements. A Development Agreement is currently being drafted that would require improvements to Birmingham Road or the construction of the bridge as part of the construction of Phase 4. A final version of this Development Agreement would be reviewed and approved by the City Council.

Commissioner Holt asked what the slope of the bridge would be. Mr. Findlay stated that a significant slope would be necessary in order for the bridge to provide the minimum clearance needed for trains to travel underneath; however, the bridge will not exceed maximum slope allowances.

Commissioner Holt commented that the City has denied requests for sanitary sewer lift stations for prior applications and asked whether the lift station proposed in this instance is the only available option. Mr. Findlay stated that the existing sanitary sewer lines constructed in nearby development – which this development would typically connect to – were built too shallow to be useable in this instance. As a result, it is physically impossible for the proposed lots north of the railroad tracks to utilize gravity-fed sanitary sewer, making a lift station necessary.

Commissioner Holt asked what negatives may be associated with such a lift station. Mr. Findlay stated that gravity-fed sewer systems are very simple as gravity does the work of moving the sewage, whereas lift stations involve mechanical components which pump the sewage uphill, and those various mechanical components require monitoring and maintenance.

Commissioner Holt asked whether the proposed lift station's maintenance would be the responsibility of the City. Mr. Findlay confirmed that the City would be accepting the proposed lift station as part of the public system and would be responsible for its maintenance.

Commissioner Holt asked whether the lift station would be built with a backup system in the event that the main system goes out. Mr. Findlay stated that these lift stations can be designed with redundancies that ensure it continues to function in the event of mechanical failure. Mr. Findlay added that the proposed lift station is similar to one previously approved and maintained by the City along Rush Creek, which has not

been onerous to maintain thus far. The design of the system plays a role in its stability. Mr. Peterman added that the Utilities Director, Andy Noll, has granted his support to this variance.

Commissioner Reinier asked for clarification regarding the segment of street which appears to travel beneath the proposed bridge on the south side of the railroad tracks, connecting to Birmingham Road. Mr. Findlay stated that this segment of roadway would act as a temporary connection to Birmingham Road until such a time that the bridge is constructed, at which point it would be removed. The Fire Department requires secondary access to developments based on the number of dwellings proposed, and so this temporary roadway would be necessary until the bridge was complete. Ms. Sharp added that the Final Plats for this development will be phased, and so the need for the continued use of this temporary roadway can be evaluated at each stage as discussions on and construction of the bridge progress.

Chairman Rosekrans asked if the railroad has elected to contribute to the construction of the bridge. Mr. Findlay stated that there are two rail lines which utilize this railroad; both have provided letters of support and have financially assisted with the design of the bridge. A federal grant program – which the City must apply for – would potentially cover 80% of the cost of the project, with the remaining 20% covered by the City and its potential partners in this project.

Chairman Rosekrans asked if the commission had any additional questions for staff. Seeing none, he asked for the applicant or their representative to step forward.

Art Aiken of AGC Engineers, 405 S. Leonard Street, Liberty, MO, introduced himself as the applicant for this proposal. Mr. Aiken noted that the variances requested are essentially the same as those that were requested in 2022 during the original review process for this development, and that the variances were approved at that time.

Chairman Rosekrans asked if the commission had any questions for the applicant. 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 if the commission had any final questions for the applicant or staff. Seeing none, Chairman Rosekrans asked for a motion on this item.

Action: Commissioner Waterman moved to approve the case as presented in the staff report, with the three variances requested, Commissioner Holt seconded the motion.

Vote: Motion approved 9-0-0

Yes: All

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, February 23, 2026 at 7:00 p.m.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR WHITEHORSE, A 281 LOT RESIDENTIAL SUBDIVISION ON 132 +/- ACRES, EAST OF BIRMINGHAM ROAD AND NORTH OF RUTH EWING ROAD, IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a preliminary plat for Whitehorse, a 281-lot residential subdivision on 132 +/- acres, east of Birmingham Road and North of Ruth Ewing Road, in Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on February 10, 2026 and the City Council on February 23, 2026; and

WHEREAS, pursuant to the Unified Development Ordinance of the City of Liberty, the City Council finds that the preliminary plat described duly conforms to the standards and requirements of ordinances in place at the time of the application except for the requested variances;

1. Variance from Sec. 30-93.3. - Design specifications, streets and alleys, which states that five-foot wide sidewalks are required on both sides of the street on all road improvements. The applicant requests a variance from building the sidewalk on the west side of Birmingham adjacent to Phase 1, since that property is undeveloped, and the sidewalk would be torn up when the site is developed in the future.
2. Variance from Sec. 30-35.2. - Street capacity requirements; required improvements, which requires the developer to improve all collector or arterial streets that abut the proposed development along the entire limits of the development site to city improvement standards. The applicant requests a variance from improving Birmingham Road north of Creekwood Drive and south of lot 281, approximately Lauren Street where Birmingham Road will no longer be utilized after the bridge is installed.
3. Variance from Sec. 30-36.1. - Sanitary sewer facilities; required connection, which states that all development shall be required to provide a direct gravity flow sewer connection to the public sewer system. The applicant requests to install a sewer lift station and force main in the area shown as Phase 4, which lies north of the tracks and east of Birmingham Road.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the preliminary plat for Whitehorse, a 281-lot residential subdivision on 132 +/- acres, east of Birmingham Road and North of Ruth Ewing Road, in Liberty, Clay County, Missouri, is hereby approved according to the preliminary plat on file in the office of the Department of Planning and Development.

RESOLUTION NO. _____ (CONT.)

PASSED by the City Council this _____ day of _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-44

Department: Administration

Submitted By: Brandon Smith, Economic & Business Development Manager

Subject: Ordinance approving a plan for an industrial development project authorizing the City of Liberty, Missouri to issue a series of taxable industrial development revenue bonds in a principal amount not to exceed \$12,550,000 and authorizing and approving certain documents and actions in connection therewith

Summary:

The City and the LEDC have been working closely with Dakota Bodies on a retention and expansion project since mid 2023. Dakota Bodies has occupied their current 90,000-square-foot facility in Heartland Meadows since 2019 and are now looking to relocate to a new 170,000 square feet location off of Shepherd Road.

The project is seeking a tax abatement for 10 years at 90% on real and personal property, which will also include sales tax exemption.

Background:

The total cost of the Project is estimated to be \$12,500,000, consisting of approximately \$3,500,000 in real property improvements and approximately \$9,000,000 in personal property. The project is seeking a tax abatement for 10 years at 90% on real and personal property, which will also include sales tax exemption.

The Project involves acquiring, constructing, improving, equipping and installing a facility for the manufacture of utility and service truck bodies, consisting of (a) improvements to an existing light industrial building shell located at 1501 Shepard Road in Liberty, Missouri (the "Project Site") including adding offices, lunchrooms, conference rooms, HVAC systems, and electrical infrastructure, and (b) fabrication equipment including lasers, powerbend folders, overhead crane systems, welding machines, paint finishing systems and material handling equipment (altogether, the "Project"). The Project will not involve the acquisition of land or the existing building shell, as such, property is currently owned by the City and subject to tax abatement pursuant to a previously-approved plan for industrial development.

The projected PILOTS on real property improvements total \$90,497 and the total benefit on improvements to real property totals \$814,476 for the life of the abatement.

The projected PILOTS on equipment total \$31,423 and the total benefit to the applicant on the equipment to be acquired is \$282,809 over the life of the abatement.

Previous Action (if applicable):

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:

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

Attachments:

1. Ordinance v1 - Dakota Bodies
2. Plan v1 (2) (1)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AUTHORIZING THE CITY OF LIBERTY, MISSOURI TO ISSUE A SERIES OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$12,550,000 AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Liberty, Missouri (the “City”) is a special charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

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

WHEREAS, the City has received a proposal for a tenant infill at the Heartland Logistics Center (Building C - 1501 Shepard Road in Liberty, Missouri) consisting of constructing tenant finish improvements (the “Tenant Finishes”) and acquiring and installing equipment (the “Project Equipment,” together with the Tenant Finishes, the “Project”) for use in a manufacturing facility for bodies for utility and service trucks; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for an industrial development project (the “Plan”), gave notice of the Plan by mail to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on February 23, 2026; and

WHEREAS, the City now desires to approve the Plan; and

WHEREAS, the City desires to provide real and personal property tax abatement for the Project and sales tax exemption on construction materials relating to the Tenant Finishes through the proceeds of a series of industrial development revenue bonds to be issued under the Act (the “Bonds”); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

ORDINANCE NO. _____(CONT.)

WHEREAS, because the Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease of the Project to Dakota Bodies, LLC or its designee (the "Company"), and from no other source, the City has determined that it is appropriate that the Bonds be sold to the Company pursuant to Section 108.170 of the Revised Statutes of Missouri, as amended, which provides that notwithstanding any other provisions of any law or any charter provision to the contrary, industrial development revenue bonds may be sold at private sale; and

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

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

SECTION I

Promotion of Economic Development. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

SECTION II

Approval of Plan. The Council hereby approves the Plan attached hereto as Exhibit A in accordance with Section 100.050 of the Act.

SECTION III

Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Dakota Bodies Project), in an aggregate principal amount not to exceed \$12,550,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof. The sale of the Bonds to the Company at private sale pursuant to the provisions of Section 108.170 of Revised Statutes of Missouri, as amended, at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

SECTION IV

Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of certain payments, revenues and receipts derived by the City from the herein authorized Lease, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

SECTION V

Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and the bond trustee named therein (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease"), between the City and the Company, under which the City will provide funds for the Project and lease the Project to the Company pursuant to the terms and conditions in the Lease, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agree to purchase the Bonds; and

(d) Performance Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the City has granted each Company certain rights with respect to the abatement of ad valorem property taxes on the Project in consideration for such Company's agreement to pay certain payments in lieu of taxes.

SECTION VI

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

SECTION VII

Further Authority. The Mayor, City Administrator, Assistant City Administrator, Deputy City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including any financing documents relating to the Project.

SECTION VIII

Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

ORDINANCE NO. _____(CONT.)

PASSED by the City Council of the City of Liberty, Missouri, this _____ day of _____, 2026.

GREG CANTUESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2026.

GREG CANUTESON, MAYOR

EXHIBIT A
TO ORDINANCE NO. _____

PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

BEFORE THE

CITY COUNCIL

OF

CITY OF LIBERTY, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

FOR THE

DAKOTA BODIES PROJECT

Dated: February 2, 2026

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE
DAKOTA BODIES PROJECT**

TO: CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI

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

1. **Description of the Project.** The Project involves acquiring, constructing, improving, equipping and installing a facility for the manufacture of utility and service truck bodies, consisting of (a) improvements to an existing light industrial building shell located at 1501 Shepard Road in Liberty, Missouri (the “Project Site”) including adding offices, lunchrooms, conference rooms, HVAC systems, and electrical infrastructure, and (b) fabrication equipment including lasers, powerbend folders, overhead crane systems, welding machines, paint finishing systems and material handling equipment (altogether, the “Project”). The Project will not involve the acquisition of land or the existing building shell, as such property is currently owned by the City and subject to tax abatement pursuant to previously-approved plan for industrial development.
2. **Estimate of the Cost of the Project.** The total cost of the Project is estimated to be \$12,500,000, consisting of approximately \$3,500,000 in real property improvements and approximately \$9,000,000 in personal property.
3. **Source of Funds to be Expended for the Project.** The source of funds to be expended for the Project will be the proceeds of \$12,550,000 estimated aggregate principal amount of taxable industrial revenue bonds (the “Bonds”) to be issued by the City for the Project and to pay costs of issuance of the Bonds.
4. **Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City.** The Project will be leased (with an option to purchase) to the Company. The lease payments collectively will equal the principal and interest on the Bonds plus certain payments in lieu of taxes. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City.
5. **General Information Concerning the Company.** The Company is a South Dakota limited liability company. The principal business of the Company is the manufacture of bodies for utility and service trucks.
6. **Bond Purchase Arrangements.** It is expected that the Company or an affiliate will purchase the Bonds of the City in the estimated aggregate principal amount of \$12,550,000.
7. **Affected Taxing Jurisdictions.** The Liberty School District, the Junior College District of Metropolitan Kansas City, Missouri, the City and Clay County, Missouri will be affected by the Project. No ambulance district board operating under chapter 190 or fire

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

8. **Equalized Assessed Valuation.** The most recent equalized assessed valuation of the real property improvements to be included in the Project is \$-0- and the most recent equalized assessed valuation of the personal property to be included in the Project is \$-0-. The estimated total equalized assessed valuation after construction and equipping of the Project for real property to be included in the Project is \$1,008,000 and for personal property to be included in the Project is \$2,049,795.
9. **Cost Benefit Analysis.** Attached hereto as **Exhibit A** is the Cost Benefit Analysis on each affected taxing jurisdiction, which assumes a period of 10 years of tax abatement. The Cost Benefit Analysis assumes the following abatement schedule:

Real and Personal Property:

Years 1-10 90% abatement

The personal property portion of the Project is assumed to be depreciated as shown in the accompanying spreadsheets. The 2025 tax levy rates were utilized for all jurisdictions.

10. **Payments in Lieu of Taxes.** It is anticipated that the Company will make payments in lieu of taxes for years 1-10 for real and personal property comprising the Project at a rate of 10% of the taxes that would be due were it not for the City's ownership of the Project in accordance with this plan. The amounts and timing of such payments in lieu of taxes are estimated in the Cost Benefit Analysis attached hereto as **Exhibit A**. Actual amounts and timing may vary based on project implementation.
11. **Sales and Use Tax Exemption on Construction Materials.** Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that \$2,800,000 in purchases will be subject to the exemption and that the taxes applied will be those of the local taxing jurisdictions. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

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

[remainder of page intentionally left blank]

	Tax Rate	Estimated Sales and/or Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	\$118,300
City of Liberty		
General revenue	1.000	28,000
General revenue (public safety)	1.000	28,000
Transportation	0.500	14,000
Capital Improvement	0.500	14,000
Parks	0.250	7,000
Fire protection	0.250	7,000
Economic development	0.375	10,500
Public safety	0.500	14,000
Clay County		
General revenue	0.750	21,000
Public Safety	0.125	3,500
Children's Service	0.250	7,000
Zoological District	0.125	3,500
Total	9.850%	\$275,800

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

* * *

EXHIBIT A
COST BENEFIT ANALYSIS

**City of Liberty, Missouri
(Dakota Bodies Project)**

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT



Table of Contents

Project Assumptions	1
Summary of Cost Benefit Analysis	2
Projected Taxes on Improvements without Project	3
Projected Taxes on Improvements without Abatement	4
Projected PILOTS on Improvements	5
Projected Abatement on Improvements	6
Projected Taxes on Equipment without Project	7
Projected Taxes on Equipment without Abatement	8
Projected PILOTS on Equipment	9
Projected Abatement on Equipment	10

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

Project Assumptions

- ◆ Initial year taxes assessed 2027
- ◆ Appraised value of real property \$ 3,150,000
- ◆ Appraised value of personal property \$ 8,200,000
- ◆ Biennial growth rate of appraised value of real property 2.0%
- ◆ Annual growth rate of appraised value of equipment 0.0%
- ◆ Assessed value as a percentage of appraised value (real) 32.0%
- ◆ Assessed value as a percentage of appraised value (equipment) 33.33%
- ◆ Assessed value of real property \$ 1,008,000
- ◆ Terms of abatement:
 - Real and Personal property
 - Years 2027-2036 90%

- ◆ Personal Property is depreciated using the following 3 year recovery period schedule:

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

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

Taxing Jurisdiction	Tax Rate	Projected Taxes on Improvements without Project	Projected Taxes on Improvements without Abatement	Projected PILOTS on Improvements	Projected Abatement on Improvements	Projected Taxes on Equipment without Project	Projected Taxes on Equipment without Abatement	Projected PILOTS on Equipment	Projected Abatement on Equipment
Clay County	0.0179	\$ -	\$ 1,878	\$ 188	\$ 1,690	\$ -	\$ 783	\$ 78	\$ 704
Clay County Road and Bridge	0.0617	-	6,473	647	5,826	-	2,698	270	2,428
Clay County Senior Services	0.0378	-	3,966	397	3,569	-	1,653	165	1,488
Clay County Health Center	0.0758	-	7,952	795	7,157	-	3,315	331	2,983
Liberty Hospital District	0.0000	-	-	-	-	-	-	-	-
Liberty School District	5.5375	-	580,958	58,096	522,862	-	242,149	24,215	217,934
Mid Continent Public Library	0.3119	-	32,723	3,272	29,450	-	13,639	1,364	12,275
Tri-County Mental Health	0.0758	-	7,952	795	7,157	-	3,315	331	2,983
City of Liberty, Missouri	0.7699	-	80,773	8,077	72,696	-	33,667	3,367	30,300
Developmental Disability Board	0.0909	-	9,537	954	8,583	-	3,975	397	3,577
Metropolitan Community College	0.1767	-	18,538	1,854	16,684	-	7,727	773	6,954
State of Missouri	0.0300	-	3,147	315	2,833	-	1,312	131	1,181
Surtax	1.4400	-	151,075	15,108	135,968	-	-	-	-
	8.6259	\$ -	\$ 904,973	\$ 90,497	\$ 814,476	\$ -	\$ 314,232	\$ 31,423	\$ 282,809

Projected Taxex on Improvements without Project

Estimated Assessed Value of Improvements without Project													
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total
Clay County	0.0179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Clay County Road and Bridge	0.0617	-	-	-	-	-	-	-	-	-	-	-	-
Clay County Senior Services	0.0378	-	-	-	-	-	-	-	-	-	-	-	-
Clay County Health Center	0.0758	-	-	-	-	-	-	-	-	-	-	-	-
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	-	-	-	-	-	-	-	-	-	-	-	-
Mid Continent Public Library	0.3119	-	-	-	-	-	-	-	-	-	-	-	-
Tri-County Mental Health	0.0758	-	-	-	-	-	-	-	-	-	-	-	-
City of Liberty, Missouri	0.7699	-	-	-	-	-	-	-	-	-	-	-	-
Developmental Disability Board	0.0909	-	-	-	-	-	-	-	-	-	-	-	-
Metropolitan Community College	0.1767	-	-	-	-	-	-	-	-	-	-	-	-
State of Missouri	0.0300	-	-	-	-	-	-	-	-	-	-	-	-
	7.1859	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Projected Taxes on Improvements without Abatement

Estimated Assessed Value of Improvements	\$	-	\$1,008,000	\$1,008,000	\$1,028,160	\$1,028,160	\$1,048,723	\$1,048,723	\$1,069,698	\$1,069,698	\$1,091,092	\$1,091,092	
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total
Clay County	0.0179	\$ -	\$ 180	\$ 180	\$ 184	\$ 184	\$ 188	\$ 188	\$ 191	\$ 191	\$ 195	\$ 195	\$ 1,878
Clay County Road and Bridge	0.0617	-	622	622	634	634	647	647	660	660	673	673	6,473
Clay County Senior Services	0.0378	-	381	381	389	389	396	396	404	404	412	412	3,966
Clay County Health Center	0.0758	-	764	764	779	779	795	795	811	811	827	827	7,952
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	-	55,818	55,818	56,934	56,934	58,073	58,073	59,235	59,235	60,419	60,419	580,958
Mid Continent Public Library	0.3119	-	3,144	3,144	3,207	3,207	3,271	3,271	3,336	3,336	3,403	3,403	32,723
Tri-County Mental Health	0.0758	-	764	764	779	779	795	795	811	811	827	827	7,952
City of Liberty, Missouri	0.7699	-	7,761	7,761	7,916	7,916	8,074	8,074	8,236	8,236	8,400	8,400	80,773
Developmental Disability Board	0.0909	-	916	916	935	935	953	953	972	972	992	992	9,537
Metropolitan Community College	0.1767	-	1,781	1,781	1,817	1,817	1,853	1,853	1,890	1,890	1,928	1,928	18,538
State of Missouri	0.0300	-	302	302	308	308	315	315	321	321	327	327	3,147
Surtax	1.4400	-	14,515	14,515	14,806	14,806	15,102	15,102	15,404	15,404	15,712	15,712	151,075
	8.6259	\$ -	\$ 86,949	\$ 86,949	\$ 88,688	\$ 88,688	\$ 90,462	\$ 90,462	\$ 92,271	\$ 92,271	\$ 94,116	\$ 94,116	\$904,973

Projected PILOTS on Improvements

Estimated Assessed Value of Improvements	\$	-	\$ 1,008,000	\$ 1,008,000	\$ 1,028,160	\$ 1,028,160	\$ 1,048,723	\$ 1,048,723	\$ 1,069,698	\$ 1,069,698	\$ 1,091,092	\$ 1,091,092	
PILOT Payment		10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total
Clay County	0.0179	\$ -	\$ 18	\$ 18	\$ 18	\$ 18	\$ 19	\$ 19	\$ 19	\$ 19	\$ 20	\$ 20	\$ 188
Clay County Road and Bridge	0.0617	-	62	62	63	63	65	65	66	66	67	67	647
Clay County Senior Services	0.0378	-	38	38	39	39	40	40	40	40	41	41	397
Clay County Health Center	0.0758	-	76	76	78	78	79	79	81	81	83	83	795
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	-	5,582	5,582	5,693	5,693	5,807	5,807	5,923	5,923	6,042	6,042	58,096
Mid Continent Public Library	0.3119	-	314	314	321	321	327	327	334	334	340	340	3,272
Tri-County Mental Health	0.0758	-	76	76	78	78	79	79	81	81	83	83	795
City of Liberty, Missouri	0.7699	-	776	776	792	792	807	807	824	824	840	840	8,077
Developmental Disability Board	0.0909	-	92	92	93	93	95	95	97	97	99	99	954
Metropolitan Community College	0.1767	-	178	178	182	182	185	185	189	189	193	193	1,854
State of Missouri	0.0300	-	30	30	31	31	31	31	32	32	33	33	315
Surtax	1.4400	-	1,452	1,452	1,481	1,481	1,510	1,510	1,540	1,540	1,571	1,571	15,108
	8.6259	\$ -	\$ 8,695	\$ 8,695	\$ 8,869	\$ 8,869	\$ 9,046	\$ 9,046	\$ 9,227	\$ 9,227	\$ 9,412	\$ 9,412	\$ 90,497

Projected Abatement on Improvements

Estimated Assessed Value of Improvements	\$	-	\$ 1,008,000	\$ 1,008,000	\$ 1,028,160	\$ 1,028,160	\$ 1,048,723	\$ 1,048,723	\$ 1,069,698	\$ 1,069,698	\$ 1,091,092	\$ 1,091,092	
Abatement Percentage		90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total
Clay County	0.0179	\$ -	\$ 162	\$ 162	\$ 166	\$ 166	\$ 169	\$ 169	\$ 172	\$ 172	\$ 176	\$ 176	\$ 1,690
Clay County Road and Bridge	0.0617	-	560	560	571	571	582	582	594	594	606	606	5,826
Clay County Senior Services	0.0378	-	343	343	350	350	357	357	364	364	371	371	3,569
Clay County Health Center	0.0758	-	688	688	701	701	715	715	730	730	744	744	7,157
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	-	50,236	50,236	51,241	51,241	52,266	52,266	53,311	53,311	54,377	54,377	522,862
Mid Continent Public Library	0.3119	-	2,830	2,830	2,886	2,886	2,944	2,944	3,003	3,003	3,063	3,063	29,450
Tri-County Mental Health	0.0758	-	688	688	701	701	715	715	730	730	744	744	7,157
City of Liberty, Missouri	0.7699	-	6,985	6,985	7,124	7,124	7,267	7,267	7,412	7,412	7,560	7,560	72,696
Developmental Disability Board	0.0909	-	825	825	841	841	858	858	875	875	893	893	8,583
Metropolitan Community College	0.1767	-	1,603	1,603	1,635	1,635	1,668	1,668	1,701	1,701	1,735	1,735	16,684
State of Missouri	0.0300	-	272	272	278	278	283	283	289	289	295	295	2,833
Surtax	1.4400	-	13,064	13,064	13,325	13,325	13,591	13,591	13,863	13,863	14,141	14,141	135,968
	8.6259	\$ -	\$ 78,254	\$ 78,254	\$ 79,819	\$ 79,819	\$ 81,416	\$ 81,416	\$ 83,044	\$ 83,044	\$ 84,705	\$ 84,705	\$ 814,476

Projected Taxes on Equipment without Project

Estimated Assessed Value of Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total					
Clay County	0.0179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-					
Clay County Road and Bridge	0.0617	-	-	-	-	-	-	-	-	-	-	-	-					
Clay County Senior Services	0.0378	-	-	-	-	-	-	-	-	-	-	-	-					
Clay County Health Center	0.0758	-	-	-	-	-	-	-	-	-	-	-	-					
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-					
Liberty School District	5.5375	-	-	-	-	-	-	-	-	-	-	-	-					
Mid Continent Public Library	0.3119	-	-	-	-	-	-	-	-	-	-	-	-					
Tri-County Mental Health	0.0758	-	-	-	-	-	-	-	-	-	-	-	-					
City of Liberty, Missouri	0.7699	-	-	-	-	-	-	-	-	-	-	-	-					
Developmental Disability Board	0.0909	-	-	-	-	-	-	-	-	-	-	-	-					
Metropolitan Community College	0.1767	-	-	-	-	-	-	-	-	-	-	-	-					
State of Missouri	0.0300	-	-	-	-	-	-	-	-	-	-	-	-					
	7.1859	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-					

Projected Taxes on Equipment without Abatement

Estimated Assessed Value of Equipment	\$	-	\$2,049,795	\$1,024,898	\$ 341,633	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total
Clay County	0.0179	\$ -	\$ 367	\$ 183	\$ 61	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 783
Clay County Road and Bridge	0.0617	-	1,265	632	211	84	84	84	84	84	84	84	2,698
Clay County Senior Services	0.0378	-	775	387	129	52	52	52	52	52	52	52	1,653
Clay County Health Center	0.0758	-	1,554	777	259	104	104	104	104	104	104	104	3,315
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	-	113,507	56,754	18,918	7,567	7,567	7,567	7,567	7,567	7,567	7,567	242,149
Mid Continent Public Library	0.3119	-	6,393	3,197	1,066	426	426	426	426	426	426	426	13,639
Tri-County Mental Health	0.0758	-	1,554	777	259	104	104	104	104	104	104	104	3,315
City of Liberty, Missouri	0.7699	-	15,781	7,891	2,630	1,052	1,052	1,052	1,052	1,052	1,052	1,052	33,667
Developmental Disability Board	0.0909	-	1,863	932	311	124	124	124	124	124	124	124	3,975
Metropolitan Community College	0.1767	-	3,622	1,811	604	241	241	241	241	241	241	241	7,727
State of Missouri	0.0300	-	615	307	102	41	41	41	41	41	41	41	1,312
	7.1859	\$ -	\$ 147,296	\$ 73,648	\$ 24,549	\$ 9,820	\$ 9,820	\$ 9,820	\$ 9,820	\$ 9,820	\$ 9,820	\$ 9,820	\$ 314,232

Personal Property Assessed Value (3-Year Depreciation)											
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
8,200,000	-	2,049,795	1,024,898	341,633	136,653	136,653	136,653	136,653	136,653	136,653	136,653

Projected PILOTS on Equipment

Estimated Assessed Value of Equipment	\$	-	\$ 2,049,795	\$ 1,024,898	\$ 341,633	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653
PILOT Payment		0%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%

Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total
Clay County	0.0179	\$ -	\$ 37	\$ 18	\$ 6	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 78
Clay County Road and Bridge	0.0617	-	126	63	21	8	8	8	8	8	8	8	270
Clay County Senior Services	0.0378	-	77	39	13	5	5	5	5	5	5	5	165
Clay County Health Center	0.0758	-	155	78	26	10	10	10	10	10	10	10	331
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	-	11,351	5,675	1,892	757	757	757	757	757	757	757	24,215
Mid Continent Public Library	0.3119	-	639	320	107	43	43	43	43	43	43	43	1,364
Tri-County Mental Health	0.0758	-	155	78	26	10	10	10	10	10	10	10	331
City of Liberty, Missouri	0.7699	-	1,578	789	263	105	105	105	105	105	105	105	3,367
Developmental Disability Board	0.0909	-	186	93	31	12	12	12	12	12	12	12	397
Metropolitan Community College	0.1767	-	362	181	60	24	24	24	24	24	24	24	773
State of Missouri	0.0300	-	61	31	10	4	4	4	4	4	4	4	131
	7.1859	\$ -	\$ 14,730	\$ 7,365	\$ 2,455	\$ 982	\$ 982	\$ 982	\$ 982	\$ 982	\$ 982	\$ 982	\$ 31,423

Projected Abatement on Equipment

Estimated Assessed Value of Equipment	\$	-	\$ 2,049,795	\$ 1,024,898	\$ 341,633	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653	\$ 136,653	
Abatement Percentage		90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	
Taxing Jurisdiction	Tax Rate per \$100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total	
Clay County	0.0179	\$ -	\$ 330	\$ 165	\$ 55	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 704	
Clay County Road and Bridge	0.0617	-	1,138	569	190	76	76	76	76	76	76	76	2,428	
Clay County Senior Services	0.0378	-	697	349	116	46	46	46	46	46	46	46	1,488	
Clay County Health Center	0.0758	-	1,398	699	233	93	93	93	93	93	93	93	2,983	
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	
Liberty School District	5.5375	-	102,157	51,078	17,026	6,810	6,810	6,810	6,810	6,810	6,810	6,810	217,934	
Mid Continent Public Library	0.3119	-	5,754	2,877	959	384	384	384	384	384	384	384	12,275	
Tri-County Mental Health	0.0758	-	1,398	699	233	93	93	93	93	93	93	93	2,983	
City of Liberty, Missouri	0.7699	-	14,203	7,102	2,367	947	947	947	947	947	947	947	30,300	
Developmental Disability Board	0.0909	-	1,677	838	279	112	112	112	112	112	112	112	3,577	
Metropolitan Community College	0.1767	-	3,260	1,630	543	217	217	217	217	217	217	217	6,954	
State of Missouri	0.0300	-	553	277	92	37	37	37	37	37	37	37	1,181	
	7.1859	\$ -	\$ 132,567	\$ 66,283	\$ 22,094	\$ 8,838	\$ 8,838	\$ 8,838	\$ 8,838	\$ 8,838	\$ 8,838	\$ 8,838	\$ 282,809	

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF January 31, 2026 to February 13, 2026

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	\$ 728,809.68
POLICE FUND	105	\$ 520,585.00
FIRE FUND	106	\$ 7,882.00
TRANSIENT GUEST TAX FUND	244	\$ 41,673.47
CEMETERY MAINTENANCE FUND	247	\$ 1,300.00
LIMITED CAPITAL FUND	350	\$ 13,404.60
CAPTIAL SALES TAX FUND	351	\$ 46,181.73
TRANSPORTATION SALES TAX FUND	352	\$ 4,765.17
PARK SALES TAX FUND	353	\$ 17,551.01
ECO/DEVO SALES TAX FUND	354	\$ 2,364.00
PARKS FUND	460	\$ 3,548.69
SPORTS COMPLEX FUND	461	\$ 14,572.92
COMMUNITY CENTER FUND	465	\$ 29,250.17
WATER OPERATING FUND	590	\$ 102,902.89
WASTEWATER OPERATING FUND	591	\$ 50,623.24
WATER CAPITAL FUND	592	\$ 1,598.80
WASTEWATER CAPITAL FUND	593	\$ 38,854.99
SOLID WASTE FUND	595	\$ 265,922.10
LIBERTY CORNERS CID	605	\$ 22,143.81
PAYROLL CHECKS & BENEFITS	3/10/02	\$ 1,486,085.68
TOTAL APPROPRIATIONS		\$ 3,400,019.95

PASSED by the Council this 23rd day of February, 2026.

Greg Canuteson - MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 23rd day of February, 2026.

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

February 06, 2026

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 02/04/2026 and 02/06/2026;

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										
194336; 02/06/2026; Outstanding; null										
S/B paid from 2025	42	BRANDY ELECTRIC, INC.	4376	01/01/2026	PARKS & RECREATION	S/B paid from 2025	461-57048-451-0000	FIELD LIGHT MAINTENANCE	Lightning Strike Damage Repair	\$ 4,625.00
CHECK TOTAL FOR CHECK NUMBER 194336										\$ 4,625.00
194337; 02/06/2026; Outstanding; null										
	73	MID-AMERICA REGIONAL COUNCIL	S-I-0002110	01/01/2026	PUB WRKS-PO		595-55035-205-0000	OTHER FEES	Hazardous Household Waste Program	\$ 35,619.30
CHECK TOTAL FOR CHECK NUMBER 194337										\$ 35,619.30
194338; 02/06/2026; Outstanding; null										
	81	BRADY INDUSTRIES OF KANSAS LLC	11220673	01/30/2026	PARKS & REC-PO		100-53008-160-0000	MAINTENANCE MATERIALS	2026 Custodial Supplies	\$ 45.25
	81	BRADY INDUSTRIES OF KANSAS LLC	11213850	01/29/2026	PARKS & REC-PO		100-53008-160-0000	MAINTENANCE MATERIALS	2026 Custodial Supplies	\$ 1,152.13
Reclass to 100.57020.202.0000	81	BRADY INDUSTRIES OF KANSAS LLC	11204392	01/28/2026	PUB WRKS-PO	Reclass to 100.57020.202.00000	100-53008-160-0000	MAINTENANCE MATERIALS	2026 Custodial Supplies	\$ 364.36
Reclass to 100.57020.202.0000	81	BRADY INDUSTRIES OF KANSAS LLC	11099344	01/06/2026	PUB WRKS-PO	Reclass to 100.57020.202.00000	100-53008-160-0000	MAINTENANCE MATERIALS	2026 Custodial Supplies	\$ 4.00
Reclass to 100.57020.202.0000	81	BRADY INDUSTRIES OF KANSAS LLC	11193647	01/26/2026	PUB WRKS-PO	Reclass to 100.57020.202.00000	100-53008-160-0000	MAINTENANCE MATERIALS	2026 Custodial Supplies	\$ 1,167.03
CHECK TOTAL FOR CHECK NUMBER 194338										\$ 2,732.77
194339; 02/06/2026; Outstanding; null										
	95	CYCLONE INC	50842	01/31/2026	FIRE		100-57019-300-0000	BUILDING MAINTENANCE	Tower Portable Restroom	\$ 90.00
CHECK TOTAL FOR CHECK NUMBER 194339										\$ 90.00

**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										
194340; 02/06/2026; Outstanding; null										
	97	FIRST ARRIVING, LLC	6447	11/20/2025	FIRE		100-57014-300-0000 00	EMERGENCY MGT MAINTENANCE	First Arriving Renewal	\$ 1,501.74
CHECK TOTAL FOR CHECK NUMBER 194340										\$ 1,501.74
194341; 02/06/2026; Outstanding; null										
	158	ELECTRONIC CONTRACTING COMPANY	82877	02/01/2026	ANIMAL CONTROL		100-57018-165-00000 0	MISC EQUIPMENT MAINT	fire alarm monitoring	\$ 324.00
CHECK TOTAL FOR CHECK NUMBER 194341										\$ 324.00
194342; 02/06/2026; Outstanding; null										
	186	PRIDE CLEANERS MJV-A LLC	168997-01312 6	02/01/2026	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	January Jail Laundry	\$ 145.27
	186	PRIDE CLEANERS MJV-A LLC	333472-01312 6	02/01/2026	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	January Uniform Cleaning	\$ 405.00
CHECK TOTAL FOR CHECK NUMBER 194342										\$ 550.27
194343; 02/06/2026; Outstanding; null										
	314	RICOH USA, INC	109787530	01/23/2026	POLICE		100-53031-512-00000 0	COPIER LEASE & USAGE	Records Lease - February	\$ 153.81
	314	RICOH USA, INC	5072710053	02/01/2026	COURT		100-53031-116-00000 0	COPIER LEASE & USAGE	METER READ	\$ 68.47
CHECK TOTAL FOR CHECK NUMBER 194343										\$ 222.28
194344; 02/06/2026; Outstanding; null										
	338	PREMIER TRUCK GROUP OF KC	80529711	01/28/2026	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	St Veh Maintenance #717	\$ 1,259.91
CHECK TOTAL FOR CHECK NUMBER 194344										\$ 1,259.91
194345; 02/06/2026; Outstanding; null										
	377	JACKSON LEWIS PC	8978559	01/20/2026	HR & RISK MGMT		100-55005-140-0000 00	LEGAL FEES	Legal fees	\$ 693.00
CHECK TOTAL FOR CHECK NUMBER 194345										\$ 693.00

**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										
194346; 02/06/2026; Outstanding; null										
	432	TRAVELERS INDEMNITY COMPANY	000672385	01/30/2026	MULTI		100-55044-501-0000 00	MISCELLANEOUS FEES	Ronald W Thomas Jr	\$ 175.50
	432	TRAVELERS INDEMNITY COMPANY	000672385	01/30/2026	MULTI		590-58004-801-0000 00	LIABILITY DEDUCTIBLE	Jadwiga Pickering Backup Claim	\$ 5,000.00
CHECK TOTAL FOR CHECK NUMBER 194346										\$ 5,175.50
194347; 02/06/2026; Outstanding; null										
	460	STRATUS BUILDING SOLUTIONS	8319742	02/01/2026	PARKS & RECREATION		465-55041-420-0000 00	CONTRACT LABOR	3rd Shift Contractual Custodial Services 2026	\$ 4,515.00
CHECK TOTAL FOR CHECK NUMBER 194347										\$ 4,515.00
194348; 02/06/2026; Outstanding; null										
	477	KMAS	2026 KMAS	01/30/2026	PARKS & RECREATION		465-53038-420-0000 00	RSVP GRANT	KMAS 2026 Membership Dues	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 194348										\$ 150.00
194349; 02/06/2026; Outstanding; null										
	492	ALL COPY PRODUCTS, INC.	41161394	02/02/2026	PARKS & RECREATION		460-57012-400-0000 00	OFFICE EQUIPMENT MAINTENANCE	February Payment All Copy Products	\$ 238.64
CHECK TOTAL FOR CHECK NUMBER 194349										\$ 238.64
194350; 02/06/2026; Outstanding; null										
Open & Close for January 2026	566	LEINTZ LAWN & CONSTRUCTION	2814	02/01/2026	CEMETERY MAINTENANC	Open & Close for January 2026	247-55041-204-0000 00	CONTRACT LABOR	Open and Close Services	\$ 1,300.00
CHECK TOTAL FOR CHECK NUMBER 194350										\$ 1,300.00
194351; 02/06/2026; Outstanding; null										
	568	HALL TURF, INC.	3723	01/30/2026	ANIMAL CONTROL		100-57019-165-00000 0	BUILDING MAINTENANCE	Turf Repair	\$ 4,750.00
CHECK TOTAL FOR CHECK NUMBER 194351										\$ 4,750.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194352; 02/06/2026; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	1/28/26	01/29/2026	PARKS & RECREATION		465-55058-410-0000	PRIVATE SWIMMING LESSONS		\$ 34.00
CHECK TOTAL FOR CHECK NUMBER 194352										\$ 34.00
194353; 02/06/2026; Cleared; 02/06/2026										
	641	PITTMAN SUPPORT SERVICES, LLC	26-001	02/01/2026	FINANCE		100-55041-130-0000	CONTRACT LABOR	Jan 2026	\$ 5,287.50
	641	PITTMAN SUPPORT SERVICES, LLC	26-001	02/01/2026	FINANCE		100-55041-111-00000	CONTRACT LABOR	Admin	\$ 45.00
	641	PITTMAN SUPPORT SERVICES, LLC	26-001	02/01/2026	FINANCE		100-20017-000-0000	CRIMINAL HISTORY CHECK FEE	LDP background checks	\$ 122.90
CHECK TOTAL FOR CHECK NUMBER 194353										\$ 5,455.40
194354; 02/06/2026; Outstanding; null										
	669	MYRICK MECHANICAL	3452	01/27/2026	UTILITIES		590-57005-802-0000	WATER PLANT MAINTENANCE	WTP - Exhaust Fan Repair	\$ 3,505.99
CHECK TOTAL FOR CHECK NUMBER 194354										\$ 3,505.99
194355; 02/06/2026; Outstanding; null										
	694	PARTY 2 GO LLC	258367	01/27/2026	TRANSIENT GUEST TAX		244-59005-119-0000	SPECIAL EVENTS	Bubbles for Splash Bash on 8.22.2026	\$ 650.00
	694	PARTY 2 GO LLC	258366	01/27/2026	TRANSIENT GUEST TAX		244-59006-119-0000	LIBERTY FEST	Bubbles for Liberty Fest on 7.3.2026	\$ 650.00
CHECK TOTAL FOR CHECK NUMBER 194355										\$ 1,300.00
194356; 02/06/2026; Outstanding; null										
	726	AGC ENGINEERS INC	01-2026-04	01/31/2026	UTILITIES-PO		593-70017-901-0000	ENGINEERING DESIGN	High St & Maple St Improvements	\$ 13,767.70
CHECK TOTAL FOR CHECK NUMBER 194356										\$ 13,767.70
194357; 02/06/2026; Outstanding; null										
	781	TEKLAB, INC.	340547	01/29/2026	UTILITIES-PO		591-55020-902-0000	LAB FEES	Lab Fees	\$ 356.00
CHECK TOTAL FOR CHECK NUMBER 194357										\$ 356.00

**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										
194358; 02/06/2026; Outstanding; null										
	781	TEKLAB, INC.	340697	02/03/2026	UTILITIES-PO		591-55020-902-0000 00	LAB FEES	Lab Fees	\$ 356.00
CHECK TOTAL FOR CHECK NUMBER 194358										\$ 356.00
194359; 02/06/2026; Outstanding; null										
	840	MAX10 MO LLC	00183029	02/01/2026	PUB WRKS-PO		100-55041-202-0000 00	CONTRACT LABOR	Monthly Janitorial Services for City Facilities	\$ 6,434.00
CHECK TOTAL FOR CHECK NUMBER 194359										\$ 6,434.00
194360; 02/06/2026; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-27845	01/01/2026	POLICE		100-57009-501-0000 00	VEHICLE MAINTENANCE	206 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-29254	01/28/2026	POLICE		100-57009-501-0000 00	VEHICLE MAINTENANCE	222 Oil Change	\$ 39.99
CHECK TOTAL FOR CHECK NUMBER 194360										\$ 86.97
194361; 02/06/2026; Outstanding; null										
	995	KC MEDIA LLC	7529	02/01/2026	TRANSIENT GUEST TAX		244-55028-119-0000 00	ADVERTISING	Feb half page print ad	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 194361										\$ 1,000.00
194362; 02/06/2026; Outstanding; null										
	997	PENNY LEWIS	1/28/26	01/29/2026	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 50.00
	997	PENNY LEWIS	1/28/26	01/29/2026	PARKS & RECREATION		465-55056-410-0000 00	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
	997	PENNY LEWIS	1/28/26	01/29/2026	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 194362										\$ 96.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194363; 02/06/2026; Outstanding; null										
	1009	LILLIAN BRYANT	1/28/26	01/29/2026	PARKS & RECREATION		465-55058-410-0000	PRIVATE SWIMMING LESSONS		\$ 48.00
CHECK TOTAL FOR CHECK NUMBER 194363										\$ 48.00
194364; 02/06/2026; Outstanding; null										
	1031	MCCOWN GORDON CONSTRUCTION LLC	#1	01/04/2026	PUB WRKS-PO		105-70020-501-SOB25	CONSTRUCTION CONTRACT	POLICE EXPANSION-TEMP SPACE	\$ 449,585.00
	1031	MCCOWN GORDON CONSTRUCTION LLC	#1	01/04/2026	PUB WRKS-PO		105-70020-501-SOB25	CONSTRUCTION CONTRACT	POLICE EXPANSION-TEMP SPACE	\$ 15,000.00
CHECK TOTAL FOR CHECK NUMBER 194364										\$ 464,585.00
194365; 02/06/2026; Outstanding; null										
	1050	EVERYDAY OUTDOOR FAMILY	110	01/20/2026	TRANSIENT GUEST TAX		244-55028-119-0000	ADVERTISING	influencer date night campaign	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 194365										\$ 1,000.00
194366; 02/06/2026; Outstanding; null										
	1068	THE WILSON GROUP, INC	W171-01-3	02/02/2026	PUB WRKS-PO		350-70020-160-0000	CONSTRUCTION CONTRACT	2nd FI Breakroom Remodel	\$ 13,404.60
CHECK TOTAL FOR CHECK NUMBER 194366										\$ 13,404.60
194367; 02/06/2026; Outstanding; null										
	1071	DASH MEMORIAL PORTRAITS LLC	1021	01/31/2026	FIRE		100-57022-300-0000	GROUNDS/LANDSCAPING MAINT	Cemetary Marker	\$ 180.00
CHECK TOTAL FOR CHECK NUMBER 194367										\$ 180.00
194368; 02/06/2026; Outstanding; null										
	1077	CAITLYN MCCARTHY	1/28/26	01/29/2026	PARKS & RECREATION		465-55060-410-0000	SPECIALTY SWIM PROGRAMS		\$ 25.00
CHECK TOTAL FOR CHECK NUMBER 194368										\$ 25.00

**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										
194369; 02/06/2026; Outstanding; null										
	1102	D & M DOORS INC. 1	1	01/30/2026	FIRE		100-57019-300-0000	BUILDING MAINTENANCE	St 2 Bay door remotes and sensors	\$ 1,500.00
	1102	D & M DOORS INC. 1	2	02/02/2026	FIRE		100-57019-300-0000	BUILDING MAINTENANCE	St 3 Bay door Spring	\$ 1,275.00
CHECK TOTAL FOR CHECK NUMBER 194369										\$ 2,775.00
194370; 02/06/2026; Outstanding; null										
	1122	BELVOIR WINERY	8800155	01/01/2026	MULTI		100-59004-501-0000	MEETING EXPENSE	Police Banquet	\$ 375.00
	1122	BELVOIR WINERY	8800155	01/01/2026	MULTI		106-54004-301-0000	TRAINING COSTS	Fire Banquet	\$ 375.00
CHECK TOTAL FOR CHECK NUMBER 194370										\$ 750.00
194371; 02/06/2026; Outstanding; null										
	1184	MO STATE HIGHWAY PATROL	812HP026XLP D12	01/15/2026	POLICE		100-55007-501-0000	TESTING FEES	Fingerprinting (Ludwig)	\$ 12.00
CHECK TOTAL FOR CHECK NUMBER 194371										\$ 12.00
194372; 02/06/2026; Outstanding; null										
	1216	CONSTRUCTION MATERIAL TRUCKING	5302032	01/29/2026	UTILITIES		591-55026-902-0000	FEES-LIME SLUDGE DISPOSAL	WWTP - Biosolids Removal	\$ 2,615.00
CHECK TOTAL FOR CHECK NUMBER 194372										\$ 2,615.00
194373; 02/06/2026; Outstanding; null										
	1659	INLAND TRUCK PARTS CO	IN-1941036	02/02/2026	FIRE		100-57009-301-0000	VEHICLE MAINTENANCE	605 Brakes and Air Dryer	\$ 10,962.20
	1659	INLAND TRUCK PARTS CO	IN-1939988	01/30/2026	FIRE		100-57009-302-0000	VEHICLE MAINTENANCE	Fire #626 transfer case	\$ 1,097.85
	1659	INLAND TRUCK PARTS CO	IN-1940000	01/30/2026	FIRE		100-57009-302-0000	VEHICLE MAINTENANCE	Fire #626 prev. maint.	\$ 695.08
CHECK TOTAL FOR CHECK NUMBER 194373										\$ 12,755.13

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194374; 02/06/2026; Outstanding; null										
	1758	GEORGE BUTLER ASSOC INC	91347	01/13/2026	UTILITIES-PO		593-70017-901-0000 00	ENGINEERING DESIGN	Wall Design to correct failing suspended sidewalk	\$ 3,144.00
CHECK TOTAL FOR CHECK NUMBER 194374										\$ 3,144.00
194375; 02/06/2026; Outstanding; null										
	1787	PURCELL TIRE AND RUBBER CO	3293997	01/29/2026	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	St Veh Maintenance	\$ 641.72
	1787	PURCELL TIRE AND RUBBER CO	3293987	01/29/2026	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	St Veh Maintenance #724	\$ 160.50
CHECK TOTAL FOR CHECK NUMBER 194375										\$ 802.22
194376; 02/06/2026; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	86074748	01/27/2026	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 5.74
	2300	BOUND TREE MEDICAL LLC	86065305	01/20/2026	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 6.54
	2300	BOUND TREE MEDICAL LLC	86078536	01/29/2026	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 88.55
	2300	BOUND TREE MEDICAL LLC	86074749	01/27/2026	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,534.85
	2300	BOUND TREE MEDICAL LLC	86076742	01/28/2026	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 338.00
CHECK TOTAL FOR CHECK NUMBER 194376										\$ 1,973.68
194377; 02/06/2026; Outstanding; null										
	2456	PVS DX INC	817000161-26	01/28/2026	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Sodium Hypochlorite	\$ 8,408.03
CHECK TOTAL FOR CHECK NUMBER 194377										\$ 8,408.03
194378; 02/06/2026; Outstanding; null										
	3059	FASTKICK MARTIAL ARTS	2.4.2026	02/04/2026	PARKS & RECREATION		465-55065-410-0000 00	COMMUNITY PROGRAMS	Fastkick programs January & February	\$ 490.00
CHECK TOTAL FOR CHECK NUMBER 194378										\$ 490.00

**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										
194379; 02/06/2026; Outstanding; null										
	3134	MEALS ON WHEELS	012026	01/30/2026	PARKS & RECREATION		100-53025-480-0000	MEALS ON WHEELS	MARC meals - Jan	\$ 2,167.75
CHECK TOTAL FOR CHECK NUMBER 194379										\$ 2,167.75
194380; 02/06/2026; Outstanding; null										
	3524	LIBERTY PETTY CASH	01302026	01/30/2026	PARKS & RECREATION		460-12002-000-0000	A/R REIMBURSEABLE EXPENSES	460-12002-000-00000 Gina McLean MOW mileage Oct - Dec 2025	\$ 143.57
	3524	LIBERTY PETTY CASH	01302026	01/30/2026	PARKS & RECREATION		460-12002-000-0000	A/R REIMBURSEABLE EXPENSES	460-12002-000-00000 Gina McLean MOW mileage July - Sept 2025	\$ 144.90
	3524	LIBERTY PETTY CASH	01302026	01/30/2026	PARKS & RECREATION		460-12002-000-0000	A/R REIMBURSEABLE EXPENSES	460-12002-000-00000 Gina McLean MOW mileage April - June 2025	\$ 141.68
	3524	LIBERTY PETTY CASH	01302026	01/30/2026	PARKS & RECREATION		460-54000-400-000	TRAINING TRAVEL	Haley Ragan Mileage Nov-Jan	\$ 87.00
	3524	LIBERTY PETTY CASH	01302026	01/30/2026	PARKS & RECREATION		100-53035-483-0000	PROGRAM SUPPLIES	Silver Center Jan Bday Party	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 194380										\$ 617.15
194381; 02/06/2026; Outstanding; null										
	3763	OUTDOOR RESTROOMS LLC	128116	01/30/2026	PARKS & RECREATION		461-53003-451-0000	RECREATION SUPPLIES	Porta Potties	\$ 300.00
	3763	OUTDOOR RESTROOMS LLC	127653	01/28/2026	PARKS & RECREATION		460-60007-403-0000	EQUIPMENT RENTAL	Portable toilets	\$ 225.00
CHECK TOTAL FOR CHECK NUMBER 194381										\$ 525.00
194382; 02/06/2026; Outstanding; null										
	4179	BACKGROUND INVEST BUREAU LLC	INV-79401	01/01/2026	PARKS & RECREATION		461-53003-451-0000	RECREATION SUPPLIES	background checks	\$ 717.60
CHECK TOTAL FOR CHECK NUMBER 194382										\$ 717.60

**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										
194383; 02/06/2026; Outstanding; null										
	4393	MO ONE CALL SYSTEM INC	6010220	01/31/2026	UTILITIES		590-55002-801-0000 00	MISSOURI ONE CALL FEE	Locates - January 2026	\$ 187.65
	4393	MO ONE CALL SYSTEM INC	6010220	01/31/2026	UTILITIES		591-55002-901-0000 00	MISSOURI ONE CALL FEE	Locates - January 2026	\$ 187.65
CHECK TOTAL FOR CHECK NUMBER 194383										\$ 375.30
194384; 02/06/2026; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	1/28/26	01/29/2026	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 133.00
CHECK TOTAL FOR CHECK NUMBER 194384										\$ 133.00
194385; 02/06/2026; Outstanding; null										
	4621	T & M MOBILE SERVICE	49327	02/04/2026	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	605 Engine DEF repair	\$ 6,500.00
CHECK TOTAL FOR CHECK NUMBER 194385										\$ 6,500.00
194386; 02/06/2026; Outstanding; null										
	4763	PRINTING UNLIMITED	74069	02/03/2026	ADMINISTRATI ON		100-53032-110-0000 00	OUTSIDE PRINTING		\$ 76.86
	4763	PRINTING UNLIMITED	74107	02/03/2026	POLICE		100-53032-501-0000 00	OUTSIDE PRINTING	Business Cards (Jobe, Zeller)	\$ 116.00
	4763	PRINTING UNLIMITED	74105	02/03/2026	UTILITIES		590-53000-802-0000 00	GENERAL SUPPLIES	Business Cards - Chris Schuele, Dallas Hendricks, Micah Hollingsworth	\$ 230.58
CHECK TOTAL FOR CHECK NUMBER 194386										\$ 423.44

**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										
194387; 02/06/2026; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	541233	01/26/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	cerenia injection	\$ 44.92
	4817	VETERINARY CENTER OF LIBERTY	541233	01/26/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	rabies vaccination	\$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	541233	01/26/2026	ANIMAL CONTROL		100-53001-165-000000	MEDICAL SUPPLIES	vaccination trays-canine and feline distemper, intra trac 3	\$ 735.16
	4817	VETERINARY CENTER OF LIBERTY	541394	02/02/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	vaccine	\$ 505.52
	4817	VETERINARY CENTER OF LIBERTY	24591	01/17/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24509	01/04/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24521	01/05/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24522	01/04/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24660	02/02/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24588	01/21/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24607	01/22/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24613	01/20/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	541394	02/02/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	vaccine	\$ 479.66
	4817	VETERINARY CENTER OF LIBERTY	541394	02/02/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	vaccine	\$ 485.14
	4817	VETERINARY CENTER OF LIBERTY	24638	01/31/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 80.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194387; 02/06/2026; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	24639	01/31/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24662	02/03/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Canine Spay	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24645	02/02/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Canine Spay	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24646	02/02/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Canine Spay	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24655	02/02/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Feline Spay	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24649	02/02/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Feline Neuter	\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 194387										\$ 3,430.95
194388; 02/06/2026; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0048554	02/01/2026	PUBLIC WORKS		100-57019-203-00000	BUILDING MAINTENANCE	ST Alarm Monitoring	\$ 24.95
	4908	AMERICAN DIGITAL SECURITY LLC	INV0046884	12/01/2025	UTILITIES		591-57019-902-00000	BUILDING MAINTENANCE	Annual Alarm Monitoring - 2026	\$ 235.80
	4908	AMERICAN DIGITAL SECURITY LLC	INV0046884	12/01/2025	UTILITIES		591-57019-901-00000	BUILDING MAINTENANCE	Annual Alarm Monitoring - 2026	\$ 235.80
	4908	AMERICAN DIGITAL SECURITY LLC	INV0046884	12/01/2025	UTILITIES		590-57019-801-00000	BUILDING MAINTENANCE	Annual Alarm Monitoring - 2026	\$ 235.80
	4908	AMERICAN DIGITAL SECURITY LLC	INV0048240	02/01/2026	ANIMAL CONTROL		100-57015-165-00000	FACILITIES SECURITY MAINT	monitoring	\$ 48.95
CHECK TOTAL FOR CHECK NUMBER 194388										\$ 781.30
194389; 02/06/2026; Outstanding; null										
	5171	MUSCO SPORTS LIGHTING INC	448591	01/21/2026	PARKS & RECREATION		461-57048-451-00000	FIELD LIGHT MAINTENANCE	Yearly Fee	\$ 1,425.00
CHECK TOTAL FOR CHECK NUMBER 194389										\$ 1,425.00

**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										
194390; 02/06/2026; Outstanding; null										
	5393	AXON ENTERPRISES INC	INUS400451	01/01/2026	POLICE		100-70001-502-0000 00	CAPITAL EQUIPMENT	Taser Cert Bundle	\$ 46,066.00
CHECK TOTAL FOR CHECK NUMBER 194390										\$ 46,066.00
194391; 02/06/2026; Outstanding; null										
	5394	GALL'S INC	033899512	01/29/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 33.78
	5394	GALL'S INC	033877481	01/27/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 33.47
	5394	GALL'S INC	033884215	01/28/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 44.12
	5394	GALL'S INC	033884044	01/28/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 19.19
	5394	GALL'S INC	033918250	01/30/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 66.94
	5394	GALL'S INC	033918247	01/30/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 151.10
	5394	GALL'S INC	033943406	02/02/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 151.10
	5394	GALL'S INC	033937711	02/02/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 155.04
	5394	GALL'S INC	033937702	02/02/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 261.31
	5394	GALL'S INC	033866488	01/26/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 70.83
CHECK TOTAL FOR CHECK NUMBER 194391										\$ 986.88
194392; 02/06/2026; Outstanding; null										
Chief Whitteck approved \$350 reimbursement	5397	DAVID ESKEW	3078786	01/01/2026	FIRE	Chief Whitteck approved \$350 only	100-59015-301-0000 00	PROTECTIVE CLOTHING	Fire bunker boot reimbursement	\$ 350.00
CHECK TOTAL FOR CHECK NUMBER 194392										\$ 350.00

**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										
194393; 02/06/2026; Outstanding; null										
	5448	FITNESS FIRST	2548289	01/29/2026	FIRE		100-57019-300-0000	BUILDING MAINTENANCE	Fitness Equipment	\$ 2,526.17
CHECK TOTAL FOR CHECK NUMBER 194393										\$ 2,526.17
194394; 02/06/2026; Outstanding; null										
	5458	MILTON HORNE	4610	02/02/2026	TRANSIENT GUEST TAX		244-59005-119-AM250	SPECIAL EVENTS - AM250	Piano tuning at Second Baptist for Am250 Concert	\$ 123.25
CHECK TOTAL FOR CHECK NUMBER 194394										\$ 123.25
194395; 02/06/2026; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	2153	01/28/2026	POLICE		100-59014-501-0000	CLOTHING EXPENSES	Zeller Coat	\$ 377.83
	5482	ALTERATIONS & CUSTOM SEWING ST	2109	01/26/2026	POLICE		100-59014-501-0000	CLOTHING EXPENSES	Zeller Uniforms	\$ 568.95
	5482	ALTERATIONS & CUSTOM SEWING ST	2152	01/28/2026	POLICE		100-59014-501-0000	CLOTHING EXPENSES	Jobe Coat	\$ 377.83
	5482	ALTERATIONS & CUSTOM SEWING ST	2191	02/03/2026	POLICE		100-59014-501-0000	CLOTHING EXPENSES	Siefker Alterations	\$ 98.99
	5482	ALTERATIONS & CUSTOM SEWING ST	2193	02/03/2026	POLICE		100-59014-501-0000	CLOTHING EXPENSES	Zeller Uniforms	\$ 91.99
	5482	ALTERATIONS & CUSTOM SEWING ST	2189	02/03/2026	POLICE		100-59014-501-0000	CLOTHING EXPENSES	Zeller Uniforms	\$ 327.49
CHECK TOTAL FOR CHECK NUMBER 194395										\$ 1,843.08
194396; 02/06/2026; Outstanding; null										
	5626	WEX BANK	110352914	01/31/2026	NONE		100-12023-000-0000	INVENTORY-GASOLINE		\$ 27,200.71
CHECK TOTAL FOR CHECK NUMBER 194396										\$ 27,200.71

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194397; 02/06/2026; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD171330	01/29/2026	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Hydrated Lime, truck delivery charges, fuel surcharge	\$ 9,829.20
CHECK TOTAL FOR CHECK NUMBER 194397										\$ 9,829.20
194398; 02/06/2026; Outstanding; null										
	5853	PIONEER MANUFACTURING CO.	INV-280508	01/15/2026	PARKS & RECREATION		461-53003-451-0000 00	RECREATION SUPPLIES	Home plates	\$ 577.00
CHECK TOTAL FOR CHECK NUMBER 194398										\$ 577.00
194399; 02/06/2026; Outstanding; null										
	5859	GULF STATES DISTRIBUTORS INC	1501717-IN	01/19/2026	POLICE-PO		100-53019-502-0000 00	ARMORY SUPPLIES	AE223 Federal .223 55gr FMJ BT	\$ 0.00
	5859	GULF STATES DISTRIBUTORS INC	1501717-IN	01/19/2026	POLICE-PO		100-53019-502-0000 00	ARMORY SUPPLIES	T223A Federal .223 55gr TRU SP	\$ 0.00
	5859	GULF STATES DISTRIBUTORS INC	1501717-IN	01/19/2026	POLICE-PO		100-53019-502-0000 00	ARMORY SUPPLIES	AE9FP Federal 9mm 147gr FMJ	\$ 0.00
	5859	GULF STATES DISTRIBUTORS INC	1501717-IN	01/19/2026	POLICE-PO		100-53019-502-0000 00	ARMORY SUPPLIES	P9HST2 Federal 9mm 147gr HST HP	\$ 4,250.00
	5859	GULF STATES DISTRIBUTORS INC	1502043-IN	01/23/2026	POLICE-PO		100-53019-502-0000 00	ARMORY SUPPLIES	AE223 Federal .223 55gr FMJ BT	\$ 4,980.00
	5859	GULF STATES DISTRIBUTORS INC	1502043-IN	01/23/2026	POLICE-PO		100-53019-502-0000 00	ARMORY SUPPLIES	T223A Federal .223 55gr TRU SP	\$ 0.00
	5859	GULF STATES DISTRIBUTORS INC	1502043-IN	01/23/2026	POLICE-PO		100-53019-502-0000 00	ARMORY SUPPLIES	AE9FP Federal 9mm 147gr FMJ	\$ 0.00
	5859	GULF STATES DISTRIBUTORS INC	1502043-IN	01/23/2026	POLICE-PO		100-53019-502-0000 00	ARMORY SUPPLIES	P9HST2 Federal 9mm 147gr HST HP	\$ 0.00
CHECK TOTAL FOR CHECK NUMBER 194399										\$ 9,230.00
194400; 02/06/2026; Outstanding; null										
	5904	DR BRADFORD V HOFFMAN	FEBRUARY 2026	02/04/2026	FIRE-PO		100-55014-302-0000 00	MEDICAL FEES	Medical Director 2026	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 194400										\$ 1,000.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194401; 02/06/2026; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	573196094	01/13/2026	PARKS & RECREATION		461-57012-451-00000	OFFICE EQUIPMENT MAINTENANCE	Konica Contract	\$ 724.32
CHECK TOTAL FOR CHECK NUMBER 194401										\$ 724.32
194402; 02/06/2026; Outstanding; null										
	5921	FLEX MADE EASY	LIB JAN 2026	01/31/2026	FINANCE		100-55044-140-00000	MISCELLANEOUS FEES	Flex Spending Acct Fees - Jan	\$ 50.00
CHECK TOTAL FOR CHECK NUMBER 194402										\$ 50.00
194403; 02/06/2026; Outstanding; null										
	5952	T & W TIRE LLC	3040142538	01/28/2026	UTILITIES		590-57018-801-00000	MISC EQUIPMENT MAINT	Tires for Backhoe	\$ 1,778.50
	5952	T & W TIRE LLC	3040142538	01/28/2026	UTILITIES		591-57018-901-00000	MISC EQUIPMENT MAINT	Tires for Backhoe	\$ 1,778.50
CHECK TOTAL FOR CHECK NUMBER 194403										\$ 3,557.00
194404; 02/06/2026; Outstanding; null										
	6170	CONTROL SERVICE COMPANY INC	20654	01/30/2026	PUBLIC WORKS		100-57020-202-00000	FACILITIES MAINTENANCE	Mill St. Cameras	\$ 4,571.93
CHECK TOTAL FOR CHECK NUMBER 194404										\$ 4,571.93
194405; 02/06/2026; Outstanding; null										
	6189	CALDWELL COUNTY DETENTION CTR	JAN 2026	02/02/2026	POLICE		100-55030-511-00000	PRISONER HOUSING EXPENSE	January Prisoner Housing	\$ 2,720.00
CHECK TOTAL FOR CHECK NUMBER 194405										\$ 2,720.00
194406; 02/06/2026; Outstanding; null										
	6196	AMERIGLASS CLEANING INC	199044	02/04/2026	FIRE		100-57019-300-00000	BUILDING MAINTENANCE	Fire window cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 194406										\$ 80.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194407; 02/06/2026; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002470698	01/31/2026	FIRE		100-53009-302-0000 00	CHEMICALS	Fire oxygen	\$ 44.50
CHECK TOTAL FOR CHECK NUMBER 194407										\$ 44.50
194408; 02/06/2026; Outstanding; null										
	6324	VECTOR SOLUTIONS	INV134448	02/06/2026	POLICE		100-57030-512-0000 00	SOFTWARE MAINTENANCE	Vector Solutions Bundles	\$ 10,032.64
CHECK TOTAL FOR CHECK NUMBER 194408										\$ 10,032.64
194409; 02/06/2026; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	15033	01/29/2026	FIRE		100-55025-300-0000 00	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	15032	01/29/2026	FIRE		100-55025-300-0000 00	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	15034	01/29/2026	FIRE		100-55025-300-0000 00	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	14881	01/01/2026	PUBLIC WORKS		100-57019-203-0000 00	BUILDING MAINTENANCE	ST Pest Control Nov	\$ 43.00
	6333	PROFESSIONAL PEST SOLUTIONS	15031	01/29/2026	PUBLIC WORKS		100-57019-203-0000 00	BUILDING MAINTENANCE	ST Pest Control Jan. 2026	\$ 43.00
	6333	PROFESSIONAL PEST SOLUTIONS	15037	01/29/2026	PARKS & RECREATION		461-59026-451-0000 00	MISCELLANEOUS EXPENSES	Pest Control	\$ 150.00
	6333	PROFESSIONAL PEST SOLUTIONS	15028	01/29/2026	PARKS & RECREATION		465-57019-420-0000 00	BUILDING MAINTENANCE	Quarterly billing facility pest control (Jan - Mar)	\$ 141.00
	6333	PROFESSIONAL PEST SOLUTIONS	15036	01/29/2026	UTILITIES		590-57019-801-0000 00	BUILDING MAINTENANCE	Pest Control - January 2026	\$ 47.50
	6333	PROFESSIONAL PEST SOLUTIONS	15036	01/29/2026	UTILITIES		591-57019-901-00000 0	BUILDING MAINTENANCE	Pest Control - January 2026	\$ 47.50
	6333	PROFESSIONAL PEST SOLUTIONS	15035	01/29/2026	ANIMAL CONTROL		100-57019-165-00000 0	BUILDING MAINTENANCE	pest treatment	\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 194409										\$ 622.00

**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										
194410; 02/06/2026; Outstanding; null										
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1897755	01/31/2026	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at W KS & Forrest Ave	\$ 1,108.03
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1897756	01/31/2026	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at SLP & Withers	\$ 116.57
CHECK TOTAL FOR CHECK NUMBER 194410										\$ 1,224.60
194411; 02/06/2026; Outstanding; null										
	6471	JCI INDUSTRIES INC	8289961	01/28/2026	UTILITIES		591-57003-902-00000	LIFT STATION MAINTENANCE	WWTP - Lift Station Seal Repair	\$ 1,755.92
CHECK TOTAL FOR CHECK NUMBER 194411										\$ 1,755.92
194412; 02/06/2026; Outstanding; null										
	6539	MARMIC FIRE & SAFETY CO INC	D535773	01/22/2026	ANIMAL CONTROL		100-57019-165-00000	BUILDING MAINTENANCE	Inspection	\$ 298.00
	6539	MARMIC FIRE & SAFETY CO INC	D535773	01/22/2026	ANIMAL CONTROL		100-57019-165-00000	BUILDING MAINTENANCE	Sprinkler service call	\$ 84.00
CHECK TOTAL FOR CHECK NUMBER 194412										\$ 382.00
194413; 02/06/2026; Outstanding; null										
	6636	SHAWNEE MISSION FORD INC	73882F	02/04/2026	POLICE-PO		100-70000-501-00000	VEHICLES	Impact Unit	\$ 47,053.00
	6636	SHAWNEE MISSION FORD INC	73882F	02/04/2026	POLICE-PO		100-70000-501-00000	VEHICLES	Investigations	\$ 0.00
	6636	SHAWNEE MISSION FORD INC	73882F	02/04/2026	POLICE-PO		100-70000-501-00000	VEHICLES	Patrol	\$ 0.00
CHECK TOTAL FOR CHECK NUMBER 194413										\$ 47,053.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194414; 02/06/2026; Outstanding; null										
	6636	SHAWNEE MISSION FORD INC	73892F	02/04/2026	POLICE-PO		100-70000-501-000000	VEHICLES	Patrol	\$ 0.00
	6636	SHAWNEE MISSION FORD INC	73892F	02/04/2026	POLICE-PO		100-70000-501-000000	VEHICLES	Impact Unit	\$ 0.00
	6636	SHAWNEE MISSION FORD INC	73892F	02/04/2026	POLICE-PO		100-70000-501-000000	VEHICLES	Investigations	\$ 47,053.00
CHECK TOTAL FOR CHECK NUMBER 194414										\$ 47,053.00
194415; 02/06/2026; Outstanding; null										
	6636	SHAWNEE MISSION FORD INC	73893F	02/04/2026	POLICE-PO		100-70000-501-000000	VEHICLES	Impact Unit	\$ 0.00
	6636	SHAWNEE MISSION FORD INC	73893F	02/04/2026	POLICE-PO		100-70000-501-000000	VEHICLES	Investigations	\$ 0.00
	6636	SHAWNEE MISSION FORD INC	73893F	02/04/2026	POLICE-PO		100-70000-501-000000	VEHICLES	Patrol	\$ 47,000.00
CHECK TOTAL FOR CHECK NUMBER 194415										\$ 47,000.00
194416; 02/06/2026; Outstanding; null										
	6636	SHAWNEE MISSION FORD INC	73907F	02/04/2026	POLICE-PO		100-70000-501-000000	VEHICLES	Impact Unit	\$ 47,053.00
	6636	SHAWNEE MISSION FORD INC	73907F	02/04/2026	POLICE-PO		100-70000-501-000000	VEHICLES	Investigations	\$ 0.00
	6636	SHAWNEE MISSION FORD INC	73907F	02/04/2026	POLICE-PO		100-70000-501-000000	VEHICLES	Patrol	\$ 0.00
CHECK TOTAL FOR CHECK NUMBER 194416										\$ 47,053.00
194417; 02/06/2026; Outstanding; null										
	6683	STEPHEN G TAYLOR	01272026	01/27/2026	PROSECUTOR		100-55005-115-000000	LEGAL FEES	January Legal Fees	\$ 750.00
CHECK TOTAL FOR CHECK NUMBER 194417										\$ 750.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194418; 02/06/2026; Outstanding; null										
	6703	LIBERTY SOLAR, LLC	79	02/01/2026	NONE		591-56000-902-0000 00	ELECTRIC	SOLAR SERVICES	\$ 819.71
	6703	LIBERTY SOLAR, LLC	79	02/01/2026	NONE		590-56000-802-0000 00	ELECTRIC	SOLAR SERVICES	\$ 7,335.33
	6703	LIBERTY SOLAR, LLC	79	02/01/2026	NONE		461-56000-451-0000 00	ELECTRIC	SOLAR SERVICES	\$ 2,881.96
CHECK TOTAL FOR CHECK NUMBER 194418										\$ 11,037.00
194419; 02/06/2026; Outstanding; null										
	7242	FORCE AMERICA	IN001-212981 8	01/21/2026	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	St Veh Maintenance	\$ 459.90
CHECK TOTAL FOR CHECK NUMBER 194419										\$ 459.90
194420; 02/06/2026; Outstanding; null										
	7509	KAPKE & WILLERTH LLC	69685	01/07/2026	FINANCE		100-55005-111-00000 0	LEGAL FEES	Legal Fees	\$ 2,857.50
	7509	KAPKE & WILLERTH LLC	69581	01/01/2026	FINANCE		100-55005-111-00000 0	LEGAL FEES	Legal Fees	\$ 1,530.00
	7509	KAPKE & WILLERTH LLC	69685	01/07/2026	FINANCE		591-55005-903-0000 00	LEGAL FEES	Legal Fees	\$ 67.50
	7509	KAPKE & WILLERTH LLC	69685	01/07/2026	FINANCE		590-55005-131-0000 00	LEGAL FEES	Legal Fees	\$ 247.50
	7509	KAPKE & WILLERTH LLC	69685	01/07/2026	FINANCE		460-55005-400-0000 00	LEGAL FEES	Legal Fees	\$ 202.50
	7509	KAPKE & WILLERTH LLC	69220	01/01/2026	FINANCE		591-55005-903-0000 00	LEGAL FEES	Legal Fees	\$ 67.50
	7509	KAPKE & WILLERTH LLC	69220	01/01/2026	FINANCE		100-55005-111-00000 0	LEGAL FEES	Legal Fees	\$ 3,240.00
	7509	KAPKE & WILLERTH LLC	69539	01/01/2026	FINANCE		100-55005-111-00000 0	LEGAL FEES	Legal Fees	\$ 3,465.00
CHECK TOTAL FOR CHECK NUMBER 194420										\$ 11,677.50

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194421; 02/06/2026; Cleared; 02/06/2026										
Please deposit payment to Bradley Boones Commerce Bank acco	7562	BRADLEY JASON BOONE	092	02/03/2026	IT-CONTRACT		100-55041-170-00000	CONTRACT LABOR	brad	\$ 9,933.47
CHECK TOTAL FOR CHECK NUMBER 194421										\$ 9,933.47
194422; 02/06/2026; Outstanding; null										
	7641	THOMAS MCGIFFIN	01282026	01/28/2026	PROSECUTOR		100-55005-115-00000	LEGAL FEES	Legal Fees	\$ 400.00
CHECK TOTAL FOR CHECK NUMBER 194422										\$ 400.00
194423; 02/06/2026; Outstanding; null										
	7653	K C MO WATER DEPT	2/03/2026	02/03/2026	NONE		590-55036-802-0000	WATER PURCHASES-KANSAS CITY	KC MO WATER DEPT	\$ 3,204.09
CHECK TOTAL FOR CHECK NUMBER 194423										\$ 3,204.09
194424; 02/06/2026; Outstanding; null										
	7959	K C CRIME COMMISSION	INV00850	01/01/2026	POLICE		100-59003-504-0000	METRO DRUG SQUAD	TIPS Hotline 2026	\$ 3,000.00
CHECK TOTAL FOR CHECK NUMBER 194424										\$ 3,000.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194425; 02/06/2026; Outstanding; null										
this needs a JE back to 2025 per Jenny	8295	A T & T MOBILITY	X01012026	01/01/2026	TECH & LOGISTICS		100-56007-170-0000	MOBILE PHONES	mobile phones ATT/ First Net	\$ 101.16
this needs a JE back to 2025 per Jenny	8295	A T & T MOBILITY	X01012026	01/01/2026	TECH & LOGISTICS		100-56007-303-0000	MOBILE PHONES	Fire (Training)	\$ 58.46
this needs a JE back to 2025 per Jenny	8295	A T & T MOBILITY	X01012026	01/01/2026	TECH & LOGISTICS		100-56007-302-0000	MOBILE PHONES	Fire (EMS)	\$ 45.53
this needs a JE back to 2025 per Jenny	8295	A T & T MOBILITY	X01012026	01/01/2026	TECH & LOGISTICS		100-56007-300-0000	MOBILE PHONES	Fire (Admin)	\$ 1,327.46
this needs a JE back to 2025 per Jenny	8295	A T & T MOBILITY	X01012026	01/01/2026	TECH & LOGISTICS		100-56007-304-0000	MOBILE PHONES	Fire (Prevent)	\$ 100.20
CHECK TOTAL FOR CHECK NUMBER 194425										\$ 1,632.81
194426; 02/06/2026; Outstanding; null										
3-0468-0011069	8397	REPUBLIC SERVICES #468	JAN 2026	01/30/2026	NONE	3-0468-0011069	595-55032-205-0000	REFUSE COLLECTION FEES	Sanitation collection	\$ 142,568.40
3-0468-0011069	8397	REPUBLIC SERVICES #468	JAN 2026	01/30/2026	NONE		595-55032-205-0000	REFUSE COLLECTION FEES	Recycling Collection	\$ 87,734.40
CHECK TOTAL FOR CHECK NUMBER 194426										\$ 230,302.80
194427; 02/06/2026; Outstanding; null										
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST489625	01/27/2026	ADMINISTRATI ON		100-53031-110-00000	COPIER LEASE & USAGE		\$ 118.40
CHECK TOTAL FOR CHECK NUMBER 194427										\$ 118.40
194428; 02/06/2026; Outstanding; null										
2025 expense	8621	ADVANCED EXERCISE EQUIPMENT	53275	01/01/2026	PARKS & REC- PO		465-60000-420-0000	MINOR EQUIPMENT	Fitness Equipment	\$ 14,950.65
CHECK TOTAL FOR CHECK NUMBER 194428										\$ 14,950.65

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194429; 02/06/2026; Outstanding; null										
Railroad Contract Dispute Legal Fees	8654	CUNNINGHAM, VOGEL & ROST PC	71157	11/30/2025	ADMINISTRATI ON		100-55005-111-00000	LEGAL FEES	Railroad Contract Dispute Legal Fees	\$ 2,877.02
General Legal Fees	8654	CUNNINGHAM, VOGEL & ROST PC	71156	11/30/2025	ADMINISTRATI ON		100-55005-111-00000	LEGAL FEES	General Legal Fees	\$ 360.00
CHECK TOTAL FOR CHECK NUMBER 194429										\$ 3,237.02
194430; 02/06/2026; Outstanding; null										
	8901	THE WORK ZONE INC	74985	01/13/2026	PUBLIC WORKS		351-57036-201-00000	STREET SIGNS	ST SIGN MATERIALS	\$ 450.00
	8901	THE WORK ZONE INC	74911	01/07/2026	PUBLIC WORKS		351-57036-201-00000	STREET SIGNS	ST SIGN MATERIALS	\$ 28.75
	8901	THE WORK ZONE INC	75019	01/13/2026	PUBLIC WORKS		351-57036-201-00000	STREET SIGNS	ST SIGN MATERIALS	\$ 185.70
CHECK TOTAL FOR CHECK NUMBER 194430										\$ 664.45
194431; 02/06/2026; Outstanding; null										
	8912	CDW-G	AH7NY6W	01/22/2026	COURT		100-60000-116-00000	MINOR EQUIPMENT	NEW PRINTER	\$ 1,342.28
CHECK TOTAL FOR CHECK NUMBER 194431										\$ 1,342.28

**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										
194432; 02/06/2026; Outstanding; null										
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		590-56007-802-0000 00	MOBILE PHONES	Water (Supply)	\$ 349.54
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		100-57018-511-00000 0	MISC EQUIPMENT MAINT	PD	\$ 440.62
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		100-56007-170-0000 00	MOBILE PHONES	mobile phones - verizon	\$ 3,377.81
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		465-56007-420-0000 00	MOBILE PHONES	Parks (LCC)	\$ 154.52
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		100-56007-480-0000 00	MOBILE PHONES	Parks (ComSvc)	\$ 38.63
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		460-56007-400-0000 00	MOBILE PHONES	Parks (Admin)	\$ 308.04
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		100-56007-302-0000 00	MOBILE PHONES	Fire (EMS)	\$ 400.44
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		591-56007-903-0000 00	MOBILE PHONES	Wastewater (Admin)	\$ 76.29
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		100-56007-482-0000 00	MOBILE PHONES	Parks (Trans)	\$ 231.78

**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										
194432; 02/06/2026; Outstanding; null										
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		461-56007-451-0000 00	MOBILE PHONES	Parks (Sports)	\$ 435.75
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		460-56007-403-0000 00	MOBILE PHONES	Parks (Maint)	\$ 76.26
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		590-56007-803-0000 00	MOBILE PHONES	Water (Supply) Admin	\$ 37.63
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		591-56007-902-0000 00	MOBILE PHONES	Wastewater (Treat)	\$ 311.56
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		591-56007-901-0000 00	MOBILE PHONES	Wastewater (Maint)	\$ 919.50
Split across accounts according to the attached breakdown	8933	VERIZON	6133126609	01/09/2026	TECH & LOGISTICS		591-56007-131-00000 0	MOBILE PHONES	Utilities/Wastewater (Util Billing)	\$ 382.30
CHECK TOTAL FOR CHECK NUMBER 194432										\$ 7,540.67
194433; 02/06/2026; Outstanding; null										
	999999	LESLIE NEUMEYER	01/29/2026	01/29/2026	HR & RISK MGMT		100-54001-140-0000 00	REGISTRATION FEES	Certifications Reimbursement	\$ 3,669.75
CHECK TOTAL FOR CHECK NUMBER 194433										\$ 3,669.75
194434; 02/06/2026; Outstanding; null										
	999999	Adam & Yeny Lord	105-1050-00-03	01/29/2026	FINANCE		590-20019-000-0000 00	WATER REFUNDS	Water Refund	\$ 55.34
CHECK TOTAL FOR CHECK NUMBER 194434										\$ 55.34

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194435; 02/06/2026; Outstanding; null										
	999999	Ruth M Woltkamp	105-4730-00-01	01/29/2026	FINANCE		590-20019-000-0000	WATER REFUNDS	Water Refund	\$ 19.91
CHECK TOTAL FOR CHECK NUMBER 194435										\$ 19.91
194436; 02/06/2026; Outstanding; null										
	999999	Joseph Kremer & Perry Schatz	140-0900-00-13	01/29/2026	FINANCE		590-20019-000-0000	WATER REFUNDS	Water Refund	\$ 87.99
CHECK TOTAL FOR CHECK NUMBER 194436										\$ 87.99
194437; 02/06/2026; Outstanding; null										
	999999	Autentico Sabor Cali Taco	209-0170-00-12	01/29/2026	FINANCE		590-20019-000-0000	WATER REFUNDS	Water Refund	\$ 67.58
CHECK TOTAL FOR CHECK NUMBER 194437										\$ 67.58
194438; 02/06/2026; Outstanding; null										
	999999	Jaelyn Furr	2664491	01/30/2026	PARKS & RECREATION		465-44045-000-0000	FAMILY PIF RESIDENT	Moving	\$ 538.00
CHECK TOTAL FOR CHECK NUMBER 194438										\$ 538.00
194439; 02/06/2026; Outstanding; null										
	999999	Samuel DeLeon	2664606	01/30/2026	PARKS & RECREATION		465-44041-000-0000	ADULT PIF RESIDENT	Non Use	\$ 306.50
CHECK TOTAL FOR CHECK NUMBER 194439										\$ 306.50
194440; 02/06/2026; Outstanding; null										
	999999	Therese Byrum	2664614	01/30/2026	PARKS & RECREATION		461-44082-000-0000	YOUTH BASKETBALL	Signed up for wrong program	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 194440										\$ 150.00
194441; 02/06/2026; Outstanding; null										
	999999	Catherine's Dance Studio	2664915	01/30/2026	PARKS & RECREATION		465-44055-000-0000	MEETING ROOM RENTAL	Post-event: remaining Security balance returned	\$ 1,017.50
CHECK TOTAL FOR CHECK NUMBER 194441										\$ 1,017.50

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194442; 02/06/2026; Outstanding; null										
	999999	Kim Rizek	2666372	02/02/2026	PARKS & RECREATION		465-44039-000-0000 00	YOUTH PIF RESIDENT	Changing to Family bank draft	\$ 346.00
CHECK TOTAL FOR CHECK NUMBER 194442										\$ 346.00
194443; 02/06/2026; Outstanding; null										
	999999	Prestige National Talent Compe	2668071	02/03/2026	PARKS & RECREATION		465-44055-000-0000 00	MEETING ROOM RENTAL	Post-event: remaining Security balance returned	\$ 1,085.01
CHECK TOTAL FOR CHECK NUMBER 194443										\$ 1,085.01
194444; 02/06/2026; Outstanding; null										
	999999	Monarch Conservatory	2668073	02/03/2026	PARKS & RECREATION		465-44055-000-0000 00	MEETING ROOM RENTAL	Post-event: remaining Security balance returned	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 194444										\$ 1,000.00
194445; 02/06/2026; Outstanding; null										
	999999	Belvior Winery	8800155	01/01/2026	MULTI		106-54004-301-0000 00	TRAINING COSTS	Awards Banquet Fire	\$ 375.00
	999999	Belvior Winery	8800155	01/01/2026	MULTI		100-59004-501-0000 00	MEETING EXPENSE	Awards Banquet Police	\$ 375.00
CHECK TOTAL FOR CHECK NUMBER 194445										\$ 750.00
194446; 02/06/2026; Outstanding; null										
	9209	LIBERTY SPORTS OFFICIALS	WINTER 8-2026	02/04/2026	PARKS & REC-PO		461-55041-451-00000 0	CONTRACT LABOR	2026 Youth and Adult Sports Officiating Services	\$ 90.00
Will Pick Up Check	9209	LIBERTY SPORTS OFFICIALS	WINTER 7-2026	02/03/2026	PARKS & REC-PO		461-55041-451-00000 0	CONTRACT LABOR	2026 Youth and Adult Sports Officiating Services	\$ 1,463.00
CHECK TOTAL FOR CHECK NUMBER 194446										\$ 1,553.00
Grand Total:										\$ 1,250,757.44

**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

February 13, 2026

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 02/12/2026 and 02/13/2026;

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										
194447; 02/13/2026; Outstanding; null										
	12	JOEL REINOEHL	TTSF004	02/09/2026	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	State Farm Banner Sponsorship	\$ 86.62
	12	JOEL REINOEHL	TTSF004	02/09/2026	PARKS & RECREATION		465-55043-420-0000 00	SPONSORSHIPS	State Farm Banner Sponsorship	\$ 129.94
	12	JOEL REINOEHL	TTSF004	02/09/2026	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	State Farm Banner Sponsorship	\$ 264.69
CHECK TOTAL FOR CHECK NUMBER 194447										\$ 481.25
194448; 02/13/2026; Outstanding; null										
	73	MID-AMERICA REGIONAL COUNCIL	G-I-0019588	02/11/2026	PUBLIC WORKS		100-57017-201-00000 0	STREET/TRAFFIC LIGHTS MAINT	OGL Advanced Traffic Mgmt System	\$ 1,907.00
CHECK TOTAL FOR CHECK NUMBER 194448										\$ 1,907.00
194449; 02/13/2026; Outstanding; null										
	81	BRADY INDUSTRIES OF KANSAS LLC	11256421	02/06/2026	PARKS & REC-PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	2026 Custodial Supplies	\$ 50.84
	81	BRADY INDUSTRIES OF KANSAS LLC	11256423	02/06/2026	PARKS & REC-PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	2026 Custodial Supplies	\$ 66.69
	81	BRADY INDUSTRIES OF KANSAS LLC	11256424	02/06/2026	PARKS & REC-PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	2026 Custodial Supplies	\$ 45.51
	81	BRADY INDUSTRIES OF KANSAS LLC	11237773	02/04/2026	PARKS & REC-PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	2026 Custodial Supplies	\$ 67.06
CHECK TOTAL FOR CHECK NUMBER 194449										\$ 230.10
194450; 02/13/2026; Outstanding; null										
	84	QUALITY PLUMBING, INC.	161879964	01/06/2026	UTILITIES		590-57006-802-0000 00	WELLFIELD MAINTENANCE	WTP - Meter Repair at Well Fields	\$ 9,343.16
CHECK TOTAL FOR CHECK NUMBER 194450										\$ 9,343.16

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194451; 02/13/2026; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11528	02/02/2026	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Intake Processing, DNA Sample, Lab Exam	\$ 529.00
CHECK TOTAL FOR CHECK NUMBER 194451										\$ 529.00
194452; 02/13/2026; Outstanding; null										
	283	ZOHO CORPORATION	5020036527	01/30/2026	TECH & LOGISTICS		100-57030-170-000000	SOFTWARE MAINTENANCE	Endpoint Central - OS Deployment	\$ 3,598.00
CHECK TOTAL FOR CHECK NUMBER 194452										\$ 3,598.00
194453; 02/13/2026; Outstanding; null										
	309	CRYSTAL CLEAN, LLC	19622698	10/22/2025	PUBLIC WORKS		100-55032-203-000000	REFUSE COLLECTION FEES	Used Oil Pickup	\$ 95.00
CHECK TOTAL FOR CHECK NUMBER 194453										\$ 95.00
194454; 02/13/2026; Outstanding; null										
	342	CANON FINANCIAL SERVICES, INC	42466140	01/12/2026	ADMINISTRATI ON		100-53031-110-000000	COPIER LEASE & USAGE	contract charge	\$ 152.00
	342	CANON FINANCIAL SERVICES, INC	42466139	01/12/2026	PUBLIC WORKS		100-53031-150-000000	COPIER LEASE & USAGE	Canon - Jan 2026 Lease	\$ 76.00
	342	CANON FINANCIAL SERVICES, INC	42466139	01/12/2026	PUBLIC WORKS		100-53031-201-000000	COPIER LEASE & USAGE	Canon - Jan 2026 Lease	\$ 76.00
CHECK TOTAL FOR CHECK NUMBER 194454										\$ 304.00
194455; 02/13/2026; Outstanding; null										
Deposit for Summer Band/ Make Music Day	349	CLAY COUNTY	02112026	02/11/2026	PARKS & RECREATION		460-55071-400-000000	SUMMER BAND PROGRAM	Damage Deposit Summer Band/Make Music Day	\$ 600.00
CHECK TOTAL FOR CHECK NUMBER 194455										\$ 600.00

**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										
194456; 02/13/2026; Outstanding; null										
	391	LINEAGE MAILING SERVICES	309452	01/26/2026	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 321.05
	391	LINEAGE MAILING SERVICES	309452	01/26/2026	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 321.05
	391	LINEAGE MAILING SERVICES	309452	01/26/2026	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 89.91
	391	LINEAGE MAILING SERVICES	309452	01/26/2026	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 89.90
	391	LINEAGE MAILING SERVICES	309454	01/30/2026	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 1,243.37
	391	LINEAGE MAILING SERVICES	309454	01/30/2026	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 1,243.38
	391	LINEAGE MAILING SERVICES	309454	01/30/2026	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 486.18
	391	LINEAGE MAILING SERVICES	309454	01/30/2026	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 486.18
	391	LINEAGE MAILING SERVICES	309455	01/30/2026	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 1,111.32
	391	LINEAGE MAILING SERVICES	309455	01/30/2026	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 1,111.32
	391	LINEAGE MAILING SERVICES	309455	01/30/2026	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 376.98
	391	LINEAGE MAILING SERVICES	309455	01/30/2026	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 376.98
CHECK TOTAL FOR CHECK NUMBER 194456										\$ 7,257.62
194457; 02/13/2026; Outstanding; null										
	404	NEOGOV	INV - 144775	11/18/2025	HR & RISK MGMT		100-55029-140-00000	RECRUITMENT EXPENSES	Annual NEOGOV subscription	\$ 16,606.13
CHECK TOTAL FOR CHECK NUMBER 194457										\$ 16,606.13

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194458; 02/13/2026; Outstanding; null										
	549	STEVE EPPERSON	2/17-2/19/26	02/11/2026	FINANCE		100-54004-303-0000 00	TRAINING COSTS	Fire Service Leadership	\$ 415.10
CHECK TOTAL FOR CHECK NUMBER 194458										\$ 415.10
194459; 02/13/2026; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	2/10/26	02/10/2026	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 238.00
CHECK TOTAL FOR CHECK NUMBER 194459										\$ 238.00
194460; 02/13/2026; Outstanding; null										
	657	LOGICALIS, INC.	IN248107	01/30/2026	TECH & LOGISTICS		100-57016-170-00000 0	IT MAINTENANCE & SERVICES	DNA Enterprise license maint renewal	\$ 2,221.21
	657	LOGICALIS, INC.	S171670	01/31/2026	TECH & LOGISTICS		100-57029-170-0000 00	TELEPHONE SYSTEM MAINTENANCE	webex project	\$ 2,970.00
CHECK TOTAL FOR CHECK NUMBER 194460										\$ 5,191.21
194461; 02/13/2026; Outstanding; null										
	662	LINDE GAS & EQUIPMENT INC	54715302	01/31/2026	UTILITIES		590-53009-802-0000 00	CHEMICALS	WTP - Chemicals CO2	\$ 13,302.49
CHECK TOTAL FOR CHECK NUMBER 194461										\$ 13,302.49
194462; 02/13/2026; Outstanding; null										
	683	PSYCHLOGIC	1884	02/01/2026	POLICE		100-55007-501-0000 00	TESTING FEES	Psych (Melton)	\$ 300.00
CHECK TOTAL FOR CHECK NUMBER 194462										\$ 300.00

**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										
194463; 02/13/2026; Outstanding; null										
	690	LIBERTY HOSPITAL URGENT CARE	00138516-00	01/20/2026	HR & RISK MGMT		100-55044-140-000000	MISCELLANEOUS FEES	Random drug screen	\$ 209.00
	690	LIBERTY HOSPITAL URGENT CARE	00138450-00	01/16/2026	HR & RISK MGMT		100-55044-140-000000	MISCELLANEOUS FEES	Randon drug screens	\$ 815.00
	690	LIBERTY HOSPITAL URGENT CARE	00138450-00	01/16/2026	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Pre-employment testing & drug screening	\$ 1,832.00
CHECK TOTAL FOR CHECK NUMBER 194463										\$ 2,856.00
194464; 02/13/2026; Outstanding; null										
	696	JANI-KING OF KANSAS CITY	KSC02260554	02/06/2026	PARKS & RECREATION		465-55041-420-000000	CONTRACT LABOR	nine cleanings in January 2026	\$ 675.00
CHECK TOTAL FOR CHECK NUMBER 194464										\$ 675.00
194465; 02/13/2026; Outstanding; null										
	715	POLYDYNE INC.	2000375	02/06/2026	UTILITIES		591-53009-902-000000	CHEMICALS	WWTP - Clarifloc	\$ 10,032.00
CHECK TOTAL FOR CHECK NUMBER 194465										\$ 10,032.00
194466; 02/13/2026; Outstanding; null										
	728	CHERRYROAD MEDIA INC	JAN 2026	01/31/2026	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	Fin Subscript Nov 2025	\$ 51.00
CHECK TOTAL FOR CHECK NUMBER 194466										\$ 51.00
194467; 02/13/2026; Outstanding; null										
	762	SUPERIOR-BOWEN ASPHALT	57728	02/02/2026	PUBLIC WORKS		351-57032-201-0000000	GRAVEL/ROCK-STREET REPAIRS	Satrock Plus	\$ 131.30
CHECK TOTAL FOR CHECK NUMBER 194467										\$ 131.30
194468; 02/13/2026; Outstanding; null										
	764	DAVID CROSSLEY	2/17-2/19/26	02/11/2026	FINANCE		100-54004-303-000000	TRAINING COSTS	Fire Service Leadership	\$ 170.00
CHECK TOTAL FOR CHECK NUMBER 194468										\$ 170.00

**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										
194469; 02/13/2026; Outstanding; null										
	777	STERICYCLE, INC.	8013231720	01/25/2026	MULTI		100-55044-130-0000 00	MISCELLANEOUS FEES	Finance	\$ 35.95
	777	STERICYCLE, INC.	8013231720	01/25/2026	MULTI		100-55044-111-00000 0	MISCELLANEOUS FEES	City Clerk	\$ 33.13
	777	STERICYCLE, INC.	8013231720	01/25/2026	MULTI		100-55044-140-0000 00	MISCELLANEOUS FEES	Personnel	\$ 24.85
	777	STERICYCLE, INC.	8013231720	01/25/2026	MULTI		100-55044-116-0000 00	MISCELLANEOUS FEES	Court	\$ 24.53
	777	STERICYCLE, INC.	8013231720	01/25/2026	MULTI		100-55044-501-0000 00	MISCELLANEOUS FEES	Records/Dispatch	\$ 141.10
CHECK TOTAL FOR CHECK NUMBER 194469										\$ 259.56
194470; 02/13/2026; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-29463	02/04/2026	POLICE		100-57009-501-0000 00	VEHICLE MAINTENANCE	223 Oil change	\$ 39.99
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-29457	02/04/2026	POLICE		100-57009-501-0000 00	VEHICLE MAINTENANCE	231 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-29449	02/04/2026	POLICE		100-57009-501-0000 00	VEHICLE MAINTENANCE	204 Oil Change	\$ 46.98
CHECK TOTAL FOR CHECK NUMBER 194470										\$ 133.95
194471; 02/13/2026; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-000033 144	01/31/2026	UTILITIES		591-55026-902-0000 00	FEES-LIME SLUDGE DISPOSAL	WWTP - Biosolids Removal	\$ 15,223.74
CHECK TOTAL FOR CHECK NUMBER 194471										\$ 15,223.74
194472; 02/13/2026; Outstanding; null										
	896	BUSINESS COMMUNICATIONS, INC	218086	01/01/2026	IT-PO		100-55001-170-0000 00	INTERNET SERVICE FEES	Datacenter & Network Pro Services	\$ 20,000.00
CHECK TOTAL FOR CHECK NUMBER 194472										\$ 20,000.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194473; 02/13/2026; Outstanding; null										
Split across accounts according to the attached breakdown	915	FIBER PLATFORM, LLC	SI-26-004928	02/01/2026	TECH & LOGISTICS		100-56008-170-0000	TELECOMMUNICATIO N CIRCUITS	fiber circuit	\$ 7,682.00
Split across accounts according to the attached breakdown	915	FIBER PLATFORM, LLC	SI-26-004928	02/01/2026	TECH & LOGISTICS		100-59026-501-0000	MISCELLANEOUS EXPENSES	PD	\$ 600.00
CHECK TOTAL FOR CHECK NUMBER 194473										\$ 8,282.00

**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										
194474; 02/13/2026; Outstanding; null										
	940	ENTERPRISE FM TRUST	FBN5560173	02/04/2026	PARKS & REC-PO		353-60008-403-0000	VEHICLE/EQUIPMENT LEASE	Two 2025 Ford F-350 Reg Cab XLT trucks and One 2025 Ford F-350 Crew Cab XLT truck lease	\$ 3,043.01
	940	ENTERPRISE FM TRUST	FBN5560173	02/04/2026	PARKS & REC-PO		593-60008-901-0000	VEHICLE/EQUIPMENT LEASE	One 2025 Ford Ranger XLT Supercrew (Utilities) lease	\$ 0.00
	940	ENTERPRISE FM TRUST	FBN5560173	02/04/2026	PARKS & REC-PO		592-60008-801-0000	VEHICLE/EQUIPMENT LEASE	One 2025 Ford Ranger XLT Supercrew (Utilities) lease	\$ 0.00
	940	ENTERPRISE FM TRUST	FBN5560144	02/04/2026	UTILITIES-PO		593-60008-901-0000	VEHICLE/EQUIPMENT LEASE	One 2025 Ford Ranger XLT Supercrew (Utilities) lease	\$ 351.29
	940	ENTERPRISE FM TRUST	FBN5560144	02/04/2026	UTILITIES-PO		592-60008-801-0000	VEHICLE/EQUIPMENT LEASE	One 2025 Ford Ranger XLT Supercrew (Utilities) lease	\$ 351.30
	940	ENTERPRISE FM TRUST	FBN5560144	02/04/2026	UTILITIES-PO		353-60008-403-0000	VEHICLE/EQUIPMENT LEASE	Two 2025 Ford F-350 Reg Cab XLT trucks and One 2025 Ford F-350 Crew Cab XLT truck lease	\$ 0.00
CHECK TOTAL FOR CHECK NUMBER 194474										\$ 3,745.60
194475; 02/13/2026; Outstanding; null										
	954	BRUNGARDT HONOMICHL & CO. P.A.	50266	01/28/2026	PARK SLS TX-PO		460-57025-403-0000	TRAILS MAINTENANCE	Wilshire Bridge design	\$ 1,252.50
	954	BRUNGARDT HONOMICHL & CO. P.A.	50247	01/28/2026	PARK SLS TX-PO		353-70011-403-0000	TRAIL DESIGN AND COSTING	Little Shoal Creek Trail Design	\$ 14,508.00
CHECK TOTAL FOR CHECK NUMBER 194475										\$ 15,760.50

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194476; 02/13/2026; Outstanding; null										
	997	PENNY LEWIS	2/10/26	02/10/2026	PARKS & RECREATION		465-55058-410-0000	PRIVATE SWIMMING LESSONS		\$ 40.00
	997	PENNY LEWIS	2/10/26	02/10/2026	PARKS & RECREATION		465-55060-410-0000	SPECIALTY SWIM PROGRAMS		\$ 50.00
	997	PENNY LEWIS	2/10/26	02/10/2026	PARKS & RECREATION		465-55054-410-0000	SWIM TEAM BASICS		\$ 50.00
	997	PENNY LEWIS	2/10/26	02/10/2026	PARKS & RECREATION		465-55060-410-0000	SPECIALTY SWIM PROGRAMS		\$ 100.00
	997	PENNY LEWIS	2/10/26	02/10/2026	PARKS & RECREATION		465-55056-410-0000	SEMI-PRIVATE SWIM LESSONS		\$ 52.00
CHECK TOTAL FOR CHECK NUMBER 194476										\$ 292.00
194477; 02/13/2026; Outstanding; null										
	1009	LILLIAN BRYANT	2/10/26	02/10/2026	PARKS & RECREATION		465-55058-410-0000	PRIVATE SWIMMING LESSONS		\$ 208.00
CHECK TOTAL FOR CHECK NUMBER 194477										\$ 208.00
194478; 02/13/2026; Outstanding; null										
	1077	CAITLYN MCCARTHY	2/10/26	02/10/2026	PARKS & RECREATION		465-55058-410-0000	PRIVATE SWIMMING LESSONS		\$ 50.00
CHECK TOTAL FOR CHECK NUMBER 194478										\$ 50.00
194479; 02/13/2026; Outstanding; null										
	1088	JEO CONSULTING GROUP, INC	171221	01/29/2026	PUB WRKS-PO		351-70018-201-00000	CONSTRUCTION ENGINEERING	Purchase Order for new Contract with JEO Consulting Group	\$ 41,455.62
CHECK TOTAL FOR CHECK NUMBER 194479										\$ 41,455.62
194480; 02/13/2026; Outstanding; null										
	1118	VICTORY PYROTECHNICS & SPECIAL	515	01/29/2026	TRNST GST TX-PO		244-59006-119-0000	LIBERTY FEST	Pyromusical display 4th FEST	\$ 26,983.17
CHECK TOTAL FOR CHECK NUMBER 194480										\$ 26,983.17

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194481; 02/13/2026; Outstanding; null										
	1121	CHRISTOPHER DARREN VEDDER	1354	02/02/2026	TRANSIENT GUEST TAX		244-59005-119-AM250	SPECIAL EVENTS - AM250	America250 sizzle reel and concert video	\$ 1,500.00
CHECK TOTAL FOR CHECK NUMBER 194481										\$ 1,500.00
194482; 02/13/2026; Outstanding; null										
	1123	KAREN MIAZGA BLACKWOOD	244	02/02/2026	TRANSIENT GUEST TAX		244-55028-119-0000	ADVERTISING	staycay in Liberty campaign	\$ 3,500.00
CHECK TOTAL FOR CHECK NUMBER 194482										\$ 3,500.00
194483; 02/13/2026; Outstanding; null										
	1758	GEORGE BUTLER ASSOC INC	91664	01/30/2026	PUB WRKS-PO		354-59016-610-SLPRAB	FUTURE USE STUDY	Contract for Engineering Services	\$ 2,364.00
CHECK TOTAL FOR CHECK NUMBER 194483										\$ 2,364.00
194484; 02/13/2026; Outstanding; null										
	2103	K C WINNELSON INC	150597-01	01/30/2026	UTILITIES		590-57005-802-0000	WATER PLANT MAINTENANCE	WTP - Misc Inventory	\$ 189.35
CHECK TOTAL FOR CHECK NUMBER 194484										\$ 189.35
194485; 02/13/2026; Outstanding; null										
	2272	DREXEL TECHNOLOGIES	INV180545	01/30/2026	TECH & LOGISTICS		100-57012-170-00000	OFFICE EQUIPMENT MAINTENANCE	Mthly Plotter Maintenance (01/01/2026-01/31/2026)	\$ 131.04
	2272	DREXEL TECHNOLOGIES	INV181442	02/10/2026	TECH & LOGISTICS		100-53000-170-0000	GENERAL SUPPLIES	Plotter Paper Roll 36x300 #28	\$ 122.67
CHECK TOTAL FOR CHECK NUMBER 194485										\$ 253.71
194486; 02/13/2026; Outstanding; null										
215	2759	PUBLIC WATER DIST #5	1/22/2026	01/22/2026	FINANCE	215	590-55036-802-0000	WATER PURCHASES-KANSAS CITY	Water Service	\$ 388.74
369	2759	PUBLIC WATER DIST #5	01/22/2026	01/22/2026	FINANCE	369	591-57005-902-0000	WATER PLANT MAINTENANCE	Water Service	\$ 46.64
CHECK TOTAL FOR CHECK NUMBER 194486										\$ 435.38

**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										
194487; 02/13/2026; Outstanding; null										
	2767	K C WINWATER WORKS CO	358039-01	02/03/2026	UTILITIES		590-13001-000-0000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #306	\$ 1,341.00
	2767	K C WINWATER WORKS CO	357413-02	02/02/2026	UTILITIES		590-13001-000-0000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #306	\$ 447.00
	2767	K C WINWATER WORKS CO	358316-01	02/06/2026	UTILITIES		590-13001-000-0000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #225	\$ 1,300.00
	2767	K C WINWATER WORKS CO	358267-01	02/06/2026	UTILITIES		590-13001-000-0000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #240	\$ 580.00
CHECK TOTAL FOR CHECK NUMBER 194487										\$ 3,668.00
194488; 02/13/2026; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281367836	02/09/2026	PARKS & RECREATION		465-57018-420-0000	MISC EQUIPMENT MAINT	Facility mats 2.9.26	\$ 146.13
CHECK TOTAL FOR CHECK NUMBER 194488										\$ 146.13
194489; 02/13/2026; Outstanding; null										
	2879	L-L TOWING CO	89824	02/05/2026	UTILITIES		590-57004-801-0000	MAINS & LINES MAINTENANCE	Move car for Water Main Repair	\$ 100.00
	2879	L-L TOWING CO	89798	02/05/2026	UTILITIES		590-57004-801-0000	MAINS & LINES MAINTENANCE	Move car for Water Main Repair	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 194489										\$ 200.00
194490; 02/13/2026; Outstanding; null										
Please Include Copy of Masterbill	3552	K C MO WATER SERVICES	KC JAN-26	01/30/2026	FINANCE		591-55040-902-0000	SEWAGE TREATMENT SERVICES	Jan Wastwater Acct 128-0993500-02	\$ 1,140.48
CHECK TOTAL FOR CHECK NUMBER 194490										\$ 1,140.48
194491; 02/13/2026; Outstanding; null										
	4299	ZONES INC	K32495060101	01/28/2026	TECH & LOGISTICS		100-55001-170-0000	INTERNET SERVICE FEES	ESET AV renewal	\$ 3,500.00
CHECK TOTAL FOR CHECK NUMBER 194491										\$ 3,500.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194492; 02/13/2026; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-260280626	02/07/2026	UTILITIES		591-57019-902-000000	BUILDING MAINTENANCE	WWTP - Planned Generator Maintenance	\$ 1,361.39
CHECK TOTAL FOR CHECK NUMBER 194492										\$ 1,361.39
194493; 02/13/2026; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	2/10/26	02/10/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 95.00
CHECK TOTAL FOR CHECK NUMBER 194493										\$ 95.00
194494; 02/13/2026; Outstanding; null										
	4458	HASTY AWARDS	01262210	02/05/2026	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Medals - Winter Comp Basketball (Boys & Girls)	\$ 768.60
CHECK TOTAL FOR CHECK NUMBER 194494										\$ 768.60
194495; 02/13/2026; Outstanding; null										
	4509	BLUE VALLEY PUBLIC SAFETY INC	19708	02/05/2026	FIRE-PO		106-57014-300-000000	EMERGENCY MGT MAINTENANCE	Digital Storm Siren Encoder Purchase and Installation	\$ 7,132.00
CHECK TOTAL FOR CHECK NUMBER 194495										\$ 7,132.00
194496; 02/13/2026; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	3512	02/06/2026	TRANSIENT GUEST TAX		244-59018-119-000000	HDLI CONTRACT	Reimbursement for "Fun Money" Coupon Program	\$ 2,933.72
	4528	HISTORIC DOWNTOWN LIBERTY INC	FEBRUARY 2026	02/02/2026	TRNST GST TX-PO		244-59018-119-000000	HDLI CONTRACT	HDLI Contract	\$ 3,333.33
CHECK TOTAL FOR CHECK NUMBER 194496										\$ 6,267.05
194497; 02/13/2026; Outstanding; null										
	4575	RAILROAD MANAGEMENT COMPANY IV	542032	01/29/2026	UTILITIES		591-55044-901-000000	MISCELLANEOUS FEES	License Fees	\$ 686.79
CHECK TOTAL FOR CHECK NUMBER 194497										\$ 686.79

**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										
194498; 02/13/2026; Outstanding; null										
	4623	REWIND FITNESS LLC	9348	02/09/2026	FIRE		100-60000-301-0000 00	MINOR EQUIPMENT	St.3 Treadmill Repair	\$ 234.80
	4623	REWIND FITNESS LLC	9343	02/09/2026	PARKS & RECREATION		465-57018-420-0000 00	MISC EQUIPMENT MAINT	Octane Elliptical Repairs	\$ 135.00
CHECK TOTAL FOR CHECK NUMBER 194498										\$ 369.80
194499; 02/13/2026; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	34173	01/31/2026	UTILITIES		591-57004-901-0000 00	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 632.13
	4693	LIBERTY AGGREGATES LLC	34173	01/31/2026	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 632.13
	4693	LIBERTY AGGREGATES LLC	34173	01/31/2026	UTILITIES		590-55027-802-0000 00	FEES-BIOSOLID DISPOSAL	Rock Lime Sludge Removal	\$ 386.23
CHECK TOTAL FOR CHECK NUMBER 194499										\$ 1,650.49
194500; 02/13/2026; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	24663	02/04/2026	ANIMAL CONTROL		100-55015-165-00000 0	VETERINARY SERVICES	Feline Spay	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24661	02/03/2026	ANIMAL CONTROL		100-55015-165-00000 0	VETERINARY SERVICES	Canine Spay	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24659	02/04/2026	ANIMAL CONTROL		100-55015-165-00000 0	VETERINARY SERVICES	Canine Neuter	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24665	02/03/2026	ANIMAL CONTROL		100-55015-165-00000 0	VETERINARY SERVICES	Feline Spay	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24677	02/04/2026	ANIMAL CONTROL		100-55015-165-00000 0	VETERINARY SERVICES	Feline Spay	\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 194500										\$ 340.00
194501; 02/13/2026; Outstanding; null										
	4877	SCOTWOOD INDUSTRIES INC	2098637	02/03/2026	PUBLIC WORKS		100-57039-203-0000 00	CHEMICALS-SNOW REMOVAL	ST Calcium Chloride w/ Corrosion Inhibitor	\$ 6,800.36
CHECK TOTAL FOR CHECK NUMBER 194501										\$ 6,800.36

**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										
194502; 02/13/2026; Outstanding; null										
	4991	CINTAS FIRST AID & SAFETY	5314798301	01/27/2026	HR & RISK MGMT		100-53008-160-0000	MAINTENANCE MATERIALS	Cintas First Aid Supplies	\$ 523.28
CHECK TOTAL FOR CHECK NUMBER 194502										\$ 523.28
194503; 02/13/2026; Outstanding; null										
	5135	HILL'S PET NUTRITION SALES INC	0255696597	01/25/2026	ANIMAL CONTROL		100-53007-165-0000	FOOD	Food	\$ 217.70
CHECK TOTAL FOR CHECK NUMBER 194503										\$ 217.70
194504; 02/13/2026; Cleared; 02/13/2026										
	5191	OPENGOV INC	INV24434	01/12/2026	FINANCE-PO		100-57030-170-0000	SOFTWARE MAINTENANCE	OpenGov	\$ 178,621.00
	5191	OPENGOV INC	INV24436	01/20/2026	UTILITIES-PO		591-57030-901-0000	SOFTWARE MAINTENANCE	2026 Integration Toolkits	\$ 2,130.73
	5191	OPENGOV INC	INV24436	01/20/2026	UTILITIES-PO		590-57030-801-0000	SOFTWARE MAINTENANCE	2026 Integration Toolkits	\$ 1,019.37
CHECK TOTAL FOR CHECK NUMBER 194504										\$ 181,771.10
194505; 02/13/2026; Outstanding; null										
	5257	NATHAN JONES	2/10/26	02/10/2026	PARKS & RECREATION		465-55056-410-0000	SEMI-PRIVATE SWIM LESSONS		\$ 52.00
	5257	NATHAN JONES	2/10/26	02/10/2026	PARKS & RECREATION		465-55058-410-0000	PRIVATE SWIMMING LESSONS		\$ 76.00
CHECK TOTAL FOR CHECK NUMBER 194505										\$ 128.00

**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										
194506; 02/13/2026; Outstanding; null										
	5394	GALL'S INC	034017239	02/09/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 85.84
	5394	GALL'S INC	033951146	02/03/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 10.40
	5394	GALL'S INC	033984012	02/05/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 15.71
	5394	GALL'S INC	033980968	02/05/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 17.79
	5394	GALL'S INC	033963275	02/04/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 150.02
	5394	GALL'S INC	033962781	02/04/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 13.86
	5394	GALL'S INC	033955374	02/03/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 307.36
	5394	GALL'S INC	033955372	02/03/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 193.16
	5394	GALL'S INC	034030448	02/10/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniform	\$ 77.82
	5394	GALL'S INC	034024674	02/10/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 380.34
	5394	GALL'S INC	033994261	02/06/2026	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 159.12
	5394	GALL'S INC	033853325	01/23/2026	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Anderson Boots	\$ 167.96
CHECK TOTAL FOR CHECK NUMBER 194506										\$ 1,579.38

**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										
194507; 02/13/2026; Outstanding; null										
	5460	VALVOLINE LLC	95359492	01/31/2026	PARKS & RECREATION		460-57009-403-0000 00	VEHICLE MAINTENANCE	Oil Change 305	\$ 41.98
	5460	VALVOLINE LLC	117382	02/11/2026	UTILITIES		590-57009-801-0000 00	VEHICLE MAINTENANCE	Serviced Vehicle #187	\$ 17.50
	5460	VALVOLINE LLC	117382	02/11/2026	UTILITIES		591-57009-901-0000 00	VEHICLE MAINTENANCE	Serviced Vehicle #187	\$ 17.49
CHECK TOTAL FOR CHECK NUMBER 194507										\$ 76.97
194508; 02/13/2026; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	2226	02/05/2026	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Schmiedeke Uniforms	\$ 463.96
	5482	ALTERATIONS & CUSTOM SEWING ST	2225	02/05/2026	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Zeller Uniforms	\$ 98.99
	5482	ALTERATIONS & CUSTOM SEWING ST	2288	02/10/2026	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Officer Badges	\$ 116.00
	5482	ALTERATIONS & CUSTOM SEWING ST	2242	02/06/2026	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Sgt. Police hats	\$ 500.00
	5482	ALTERATIONS & CUSTOM SEWING ST	2221	02/05/2026	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Bledsoe Uniforms	\$ 270.78
CHECK TOTAL FOR CHECK NUMBER 194508										\$ 1,449.73
194509; 02/13/2026; Outstanding; null										
	5709	UTILITY SERVICE CO INC	642478	02/01/2026	UTILITIES		590-57008-802-0000 00	WATER TOWERS MAINTENANCE	WTP - Nashua Tower Quarterly	\$ 6,438.80
CHECK TOTAL FOR CHECK NUMBER 194509										\$ 6,438.80
194510; 02/13/2026; Outstanding; null										
	5710	K C BOBCAT INC.	18267566	01/28/2026	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	ST Skid Loader Maintenance	\$ 248.74
CHECK TOTAL FOR CHECK NUMBER 194510										\$ 248.74

**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										
194511; 02/13/2026; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD172658	02/03/2026	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Hydrated Lime, truck delivery charges, fuel surcharge	\$ 10,510.47
CHECK TOTAL FOR CHECK NUMBER 194511										\$ 10,510.47
194512; 02/13/2026; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD174740	02/10/2026	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Hydrated Lime, truck delivery charges, fuel surcharge	\$ 10,523.06
CHECK TOTAL FOR CHECK NUMBER 194512										\$ 10,523.06
194513; 02/13/2026; Outstanding; null										
	5964	SYNERGY SERVICES INC	DV-JAN 2026	01/31/2026	FINANCE		100-20015-000-0000 00	DOMESTIC VIOLENCE SHELTER	DV-Jan 2026	\$ 936.00
CHECK TOTAL FOR CHECK NUMBER 194513										\$ 936.00
194514; 02/13/2026; Outstanding; null										
	5996	SIEMENS INDUSTRY INC	5332268350	01/22/2026	PARKS & RECREATION		465-57019-420-0000 00	BUILDING MAINTENANCE	Annual fire alarm monitoring 2026	\$ 790.31
CHECK TOTAL FOR CHECK NUMBER 194514										\$ 790.31
194515; 02/13/2026; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4421933	01/29/2026	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 274.00
	6014	ZOLL MEDICAL CORPORATION	4421086	01/26/2026	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 54.12
CHECK TOTAL FOR CHECK NUMBER 194515										\$ 328.12
194516; 02/13/2026; Outstanding; null										
	6018	HDR ENGINEERING INC	1200797169	02/02/2026	PUB WRKS-PO		351-70023-201-0000 00	PROJECT CONTINGENCIES	Professional Design Services	\$ 3,930.36
CHECK TOTAL FOR CHECK NUMBER 194516										\$ 3,930.36

**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										
194517; 02/13/2026; Outstanding; null										
	6018	HDR ENGINEERING INC	1200800153	02/06/2026	UTILITIES-PO		592-70017-802-0000 00	ENGINEERING DESIGN	24" Resilient Water Main Project	\$ 1,247.50
CHECK TOTAL FOR CHECK NUMBER 194517										\$ 1,247.50
194518; 02/13/2026; Outstanding; null										
	6045	VEENSTRA & KIMM INC	47412-21	01/23/2026	PUB WRKS-PO		352-57035-201-0000 00	BRIDGE MAINT REPLC PROJ	RICHFIELD RD BRIDGE DESIGN PROJECT	\$ 4,765.17
	6045	VEENSTRA & KIMM INC	47419-4	01/23/2026	UTILITIES-PO		593-70017-901-0000 00	ENGINEERING DESIGN	Engineering Services for Roadway Sewer Crossings	\$ 21,592.00
CHECK TOTAL FOR CHECK NUMBER 194518										\$ 26,357.17
194519; 02/13/2026; Cleared; 02/13/2026										
	6085	BRIXMOR SPE 5 LLC	FEB2026	02/10/2026	NONE		100-48028-000-0000 00	TIF ADMINISTRATIVE FEE	FEBRUARY ADMIN FEE	\$ (269.50)
	6085	BRIXMOR SPE 5 LLC	FEB2026	02/10/2026	NONE		605-55044-618-0000 00	MISCELLANEOUS FEES	FEBRUARY 2026 PYMT	\$ 21,874.31
	6085	BRIXMOR SPE 5 LLC	FEB2026	02/10/2026	NONE		605-55008-618-0000 00	ADMINISTRATIVE FEES	FEBRUARY ADMIN FEE	\$ 269.50
CHECK TOTAL FOR CHECK NUMBER 194519										\$ 21,874.31
194520; 02/13/2026; Outstanding; null										
	6123	GT DISTRIBUTORS INC	INV1074798	01/28/2026	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Vests (Tribble, Frazee, Naylor)	\$ 4,856.64
	6123	GT DISTRIBUTORS INC	INV1074789	01/28/2026	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Handcuff Pouches	\$ 202.56
CHECK TOTAL FOR CHECK NUMBER 194520										\$ 5,059.20

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194521; 02/13/2026; Outstanding; null										
	6189	CALDWELL COUNTY DETENTION CTR	DECEMBER 2025	02/10/2026	POLICE		100-55030-511-000000	PRISONER HOUSING EXPENSE	December Prisoner Housing and Transport	\$ 2,400.00
	6189	CALDWELL COUNTY DETENTION CTR	JANUARY 2026B	02/04/2026	POLICE		100-55030-511-000000	PRISONER HOUSING EXPENSE	January Transport Fees	\$ 400.00
CHECK TOTAL FOR CHECK NUMBER 194521										\$ 2,800.00
194522; 02/13/2026; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-103729	02/10/2026	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	Window cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 194522										\$ 80.00
194523; 02/13/2026; Outstanding; null										
	6639	HAMPEL OIL INC	92108313	01/23/2026	UTILITIES		590-57001-801-000000	VEHICLE FUEL	Power Diesel TW	\$ 320.71
	6639	HAMPEL OIL INC	92108313	01/23/2026	UTILITIES		591-57001-901-000000	VEHICLE FUEL	Power Diesel TW	\$ 320.71
	6639	HAMPEL OIL INC	92108313	01/23/2026	UTILITIES		591-57001-902-000000	VEHICLE FUEL	Power Diesel TW	\$ 320.70
CHECK TOTAL FOR CHECK NUMBER 194523										\$ 962.12
194524; 02/13/2026; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC220399	01/28/2026	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Hyd Leak Repair - #120	\$ 504.63
CHECK TOTAL FOR CHECK NUMBER 194524										\$ 504.63
194525; 02/13/2026; Outstanding; null										
	7279	PIPER SANDLER & CO	SOB2025	12/18/2025	NONE		105-80019-501-SOB25	COST OF ISSUANCE	Municipal Advisory Services for SOB SERIES 2025	\$ 56,000.00
CHECK TOTAL FOR CHECK NUMBER 194525										\$ 56,000.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
194526; 02/13/2026; Outstanding; null										
	7633	DLT SOLUTIONS INC	5379834A	02/04/2026	TECH & LOGISTICS		100-57030-170-0000 00	SOFTWARE MAINTENANCE	AutoCAD Software Maintenance (2 licenses)	\$ 1,483.28
CHECK TOTAL FOR CHECK NUMBER 194526										\$ 1,483.28
194527; 02/13/2026; Outstanding; null										
	7683	RICOH USA, INC	109799649	01/31/2026	FIRE		100-53031-300-0000 00	COPIER LEASE & USAGE	Fire copier lease	\$ 137.89
CHECK TOTAL FOR CHECK NUMBER 194527										\$ 137.89
194528; 02/13/2026; Outstanding; null										
	8397	REPUBLIC SERVICES #468	0468-004670 526	01/31/2026	PUBLIC WORKS		100-55032-203-0000 00	REFUSE COLLECTION FEES	ST 40 Cu Yard Dumpster	\$ 493.26
	8397	REPUBLIC SERVICES #468	0468-004671 360	01/31/2026	UTILITIES		591-55041-902-0000 00	CONTRACT LABOR	Dumpster Pickup Service	\$ 663.53
	8397	REPUBLIC SERVICES #468	0468-004671 255	01/31/2026	UTILITIES		590-55041-801-0000 00	CONTRACT LABOR	Dumpster Pickup Service	\$ 602.36
	8397	REPUBLIC SERVICES #468	0468-004671 255	01/31/2026	UTILITIES		591-55041-901-00000 0	CONTRACT LABOR	Dumpster Pickup Service	\$ 602.36
	8397	REPUBLIC SERVICES #468	0468-004671 360	01/31/2026	UTILITIES		591-55041-901-00000 0	CONTRACT LABOR	Dumpster Pickup Service	\$ 663.55
	8397	REPUBLIC SERVICES #468	0468-004671 360	01/31/2026	UTILITIES		590-55041-801-0000 00	CONTRACT LABOR	Dumpster Pickup Service	\$ 663.55
	8397	REPUBLIC SERVICES #468	0468-004671 255	01/31/2026	UTILITIES		591-55044-902-0000 00	MISCELLANEOUS FEES	Dumpster Pickup Service	\$ 2,300.68
CHECK TOTAL FOR CHECK NUMBER 194528										\$ 5,989.29
194529; 02/13/2026; Outstanding; null										
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST490912	02/06/2026	PLANNING & DVLP		100-53031-150-0000 00	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 80.31
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST490912	02/06/2026	PLANNING & DVLP		100-53031-201-0000 00	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 80.31
CHECK TOTAL FOR CHECK NUMBER 194529										\$ 160.62

**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										
194530; 02/13/2026; Outstanding; null										
	8799	CORE & MAIN LP	Y181362	01/28/2026	UTILITIES		590-57004-801-0000	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 440.00
CHECK TOTAL FOR CHECK NUMBER 194530										\$ 440.00
194531; 02/13/2026; Outstanding; null										
	8861	FERRELL GAS	1132289990	01/26/2026	PUBLIC WORKS		100-53000-203-0000	GENERAL SUPPLIES	ST Propane	\$ 80.56
CHECK TOTAL FOR CHECK NUMBER 194531										\$ 80.56
194532; 02/13/2026; Outstanding; null										
	999999	Sheila Carpentier-Flores	2667733	02/03/2026	PARKS & RECREATION		465-44063-000-0000	SWIMMING PROGRAMS	Not attending- credit per Charles	\$ 130.00
CHECK TOTAL FOR CHECK NUMBER 194532										\$ 130.00
194533; 02/13/2026; Outstanding; null										
	999999	Brenda Harris	2669615	02/05/2026	PARKS & RECREATION		465-44086-000-0000	COMMUNITY PROGRAMS	Class Cancelled low enrollment	\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 194533										\$ 60.00
194534; 02/13/2026; Outstanding; null										
	999999	Blythe Minnick	2671431	02/07/2026	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Advance Novice Swim Lesson Refund	\$ 65.00
CHECK TOTAL FOR CHECK NUMBER 194534										\$ 65.00
194535; 02/13/2026; Outstanding; null										
	999999	Dance Champs	2673417	02/10/2026	PARKS & RECREATION		465-44055-000-0000	MEETING ROOM RENTAL	Remaining post-event Security balance returned	\$ 1,077.61
CHECK TOTAL FOR CHECK NUMBER 194535										\$ 1,077.61
194536; 02/13/2026; Outstanding; null										
	999999	Andrea Kagay	304 W SHRADER	02/09/2026	NONE		100-24010-000-0000	INSURANCE PAYABLE - FIRE DAMAGE	304 W Shrader Fire Damage	\$ 69,512.75
CHECK TOTAL FOR CHECK NUMBER 194536										\$ 69,512.75

**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										
194537; 02/13/2026; Outstanding; null										
	999999	Amy Eisenhutt	816-820-5090	01/20/2026	PUBLIC WORKS		100-53000-203-000000	GENERAL SUPPLIES	Mail Box Replacement	\$ 105.87
CHECK TOTAL FOR CHECK NUMBER 194537										\$ 105.87
194538; 02/13/2026; Outstanding; null										
	999999	Eric Sharp	96407	02/09/2026	MULTI		591-53008-902-000000	MAINTENANCE MATERIALS	Charge on Personal Card 2.3.2026	\$ 134.35
CHECK TOTAL FOR CHECK NUMBER 194538										\$ 134.35
194539; 02/13/2026; Outstanding; null										
MML Leg Conf	2811	CLAIRE RODGERS	2/16-2/18/26	02/11/2026	FINANCE		100-54000-113-000000	TRAINING TRAVEL	TRAVEL- MML Legislative Conf	\$ 386.63
CHECK TOTAL FOR CHECK NUMBER 194539										\$ 386.63
Grand Total:										\$ 663,176.83

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



STAFF REPORT

Planning and Zoning Case 26-05FDP

Staff: Kyle McGinnis, Senior Planner

Date: February 23, 2026

GENERAL INFORMATION

Application: Final Development Plan for Liberty Hills Townhomes – 49 townhome units spread across 11 four- and five-plex structures on 7.04+/- acres located at the southwest corner of Camille Street and N. Church Road.

Applicant: Ryan Salliotte
Kaw Valley Engineering, Inc.
8040 N. Oak Trafficway
Kansas City, MO 64118

Owner: United Pentecostal Church of Liberty
Center 48 Capital, LLC
1315 Nashua Road
Liberty, MO 64068

Existing Land Use/Zoning: Undeveloped / PD, “Planned Development”

Future Land Use Designation: Mixed Residential

Surrounding Land Uses/Zoning: **North:** Camille Street, Place Liberte Park / R-1A, “Suburban Residential”
South: N. Church Road, Medical Office / C-2, “General Business”
East: N. Church Road, Undeveloped / PD Flex, “Planned Development Flex District”
West: Warren Hills Elementary School / R-1A, “Suburban Residential”

File Date: December 5, 2025

PREVIOUS CASE

P&Z Case 25-58R&PDP: Rezoning & Preliminary Development Plan for Liberty Hills Townhomes. Rezoning from R-1A, “Suburban Residential District” to PD, “Planned Development District” for a 49-unit townhome development on 7.04+/- acres located at the southwest corner of Camille Street and N. Church Road. Approved by the City Council on January 12, 2026 (Ordinance No. 12236).

P&Z Case 06-040FP: Final Plat for Lot 1, Liberty Hills Baptist Church, A Highway at Camille Street. Approved by the City Council on September 25, 2006 (Ordinance No. 9032).

APPLICANT'S PROPOSAL

Summary

Liberty Hills Townhomes is a Planned Development spanning approximately seven acres of land at the southwest corner of Camille Street and N. Church Road, encompassing a total of 49 townhome units spread across 11 four- and five-plex structures. These structures will line both sides of a single private drive – Warren Park Court – taking access from Camille Street and terminating in a cul-de-sac near the southern end of the property. In addition to the townhomes, the applicant has proposed a small, fenced dog park off of Warren Park Court's cul-de-sac to act as a community amenity for residents of this development. The applicant's site plan is attached as Exhibit B.

Use

The proposal includes 49 townhome units spread across 11 four- and five-plex structures for a total of approximately 6.96 dwelling units per acre.

Site Design

The subject property is situated at the southwest corner of the intersection of N. Church Road and Camille Street, east of Warren Hills Elementary School. The development will only have one entrance off of Camille Street, north of the site. All 11 of the proposed townhouse structures will line a single private street named Warren Park Court.

A dry detention pond is depicted in the northeast corner of the site; due to the site's topography, a large retaining wall (approximately 20 feet in height at its tallest point) will border this stormwater facility to the north and east, which will be capped by a 3'-6" guardrail fence. Along the site's west boundary, a 50-foot wide landscaped area, including a berm, has been proposed. A small dog park will be provided at the end of the proposed cul-de-sac for use by the development's residents.

Access/Circulation/Parking

Access to the development will be provided by the private street Warren Park Court, which will intersect with Camille Street to the north. Warren Park Court will be 24 feet wide and will run approximately 770 feet before terminating in a cul-de-sac at the south end of the site. Five-foot wide sidewalks will be provided on both sides of Warren Park Court for its full length and will connect to the public pedestrian infrastructure present along Camille Street. The cul-de-sac will be designed to accommodate emergency service vehicles as required.

Per Sec. 30-83.2 – "Required vehicle parking by use," the standard parking ratio for non-apartment residential uses is a minimum of two parking spaces per dwelling unit. Each townhome dwelling will include a two-car garage to satisfy this requirement, plus additional driveway parking for use by residents and their guests.

Landscaping, Open Space, & Parkland

The subject property totals approximately seven acres. Per Sec. 30-97.7 of the UDO, at least 20% of the total lot area must be maintained as open space. The applicant's landscape plan (Exhibit C) confirms that approximately 59% of the total lot area will be maintained as open space as part of this development. This plan further confirms that the applicant will provide landscape plantings sufficient to meet the requirements of Sec. 30-97.4, "Development and design standards, landscaping," and Sec. 30-97.5, "Development and design standards, screening and buffering," which together require street trees along both public street frontages and Warren Park Court, a 50-foot wide landscaped area, including a berm, along the property's west edge where it abuts the Warren Hills Elementary School property, and additional plantings spread throughout the property's open space.

Per Sec. 30-94.1, "Parks and open space," as no parkland dedication has been identified for this project, the developer will be responsible for paying a fee-in-lieu of parkland dedication. Per the UDO, this fee-in-lieu of parkland dedication is calculated by multiplying the number of units proposed within the development by the presumed number of inhabitants per unit of 2.6, dividing the product by 100, and multiplying the quotient by \$12,000. The developer will therefore be responsible for the payment of a fee-in-lieu of parkland dedication totaling \$15,288, based on this formula.

Building Design

The 49 proposed dwelling units will be spread across 11 townhome structures, each containing between four and five dwellings. These two-story townhome structures will reach a height of approximately 30 feet at the highest peak of the roof. The exteriors will feature a mix of materials, including horizontal fiber cement siding, horizontal vinyl siding, and stone veneer and fiber cement shake siding accents. The roofs will utilize a typical asphalt shingle. Example elevations, including color palettes, are included in Exhibit D. The building design depicted in the Final Development Plan submission matches what was approved by the City Council as part of the Rezoning and Preliminary Development Plan application on January 12, 2026.

PUBLIC INFRASTRUCTURE

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

Streets

A Traffic Impact Study (TIS) was conducted by Kaw Valley Engineering, Inc. The findings of this TIS concluded that no improvements would be needed to Camille Street or N. Church Road in order to accommodate the anticipated levels of traffic generated by this proposal. The development will have one entrance, taken from Camille Street to the north. The entire site will be served by a single 24-foot wide private street approximately 770 feet long, terminating in a cul-de-sac at the south end of the property. Five-foot sidewalks will be provided on both sides of the private drive and will connect to the public pedestrian infrastructure located along Camille Street.

Sanitary Sewer

Per the utility plan (Exhibit E), a connection to the public sanitary sewer system will be provided via an existing sanitary sewer easement which traverses the southeast corner of the Warren Hills Elementary School property to the west. The existing sanitary sewer line within this easement is eight inches in diameter. This easement is currently 15 feet wide and will be increased to a 60-foot wide easement in order to accommodate this development. Public Works has notified the applicant that this easement must be formally widened by a separate recorded document prior to the issuance of building permits for this project. Drafts of these documents have been provided to Public Works by the applicant for their review.

Water

Water service will be provided via a connection to an existing 12-inch water main located within the public right-of-way southwest of the site, along N. Church Road (Exhibit E).

Stormwater

A Stormwater Drainage Report was compiled by Kaw Valley Engineering, Inc. This report recommends that the developer construct a dry basin detention pond lined with native vegetation in order to decrease the stormwater rate and volume leaving the property. Stormwater will be collected by an on-site collection system directed to the dry detention area proposed in the northeast corner of the site (Exhibit E) and then

released into the Liberty stormwater system at an acceptable rate. Public Works has notified the applicant that the retaining wall proposed in conjunction with the dry detention basin must be privately maintained by the property owner and will not be the responsibility of the City. Draft covenants for the maintenance of these stormwater management systems have been provided to Public Works for their review.

STAFF ANALYSIS

Staff analyzes all Final Development Plan applications in accordance with the following criteria described in Section 30-27.8 of the *Unified Development Ordinance* (UDO):

1. The plan substantially complies with the intent of the comprehensive plan;

The Future Land Use element of the City's Comprehensive Plan, *Leading Liberty Forward*, provided this property with the Mixed Residential Future Land Use designation. Per the Plan, the Mixed Residential designation is intended to encompass zoning districts which allow for a mix of traditional detached single-family dwellings alongside, "...complementary, small-scale, and low-density attached housing, including townhomes, row homes, duplexes, and live-work units." This future land use designation is meant to provide for transitional land uses between traditional single-family subdivisions and more intense uses; in this instance, the proposal would act as a transition between the existing Warren Hills Elementary School site to the west and the proposed hotel area outlined by the Aviara Design Guidelines to the east, across N. Church Road. As a result, staff believes that the proposal substantially complies with the intent of the Comprehensive Plan.

2. The plan complies with the provisions of this UDO;

Staff has reviewed the Final Development Plan documents submitted by the applicant and has verified that they comply with the provisions of the UDO.

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

Staff has reviewed the Final Development Plan documents submitted by the applicant and has verified that they comply with approved City development standards and policies.

STAFF RECOMMENDATION

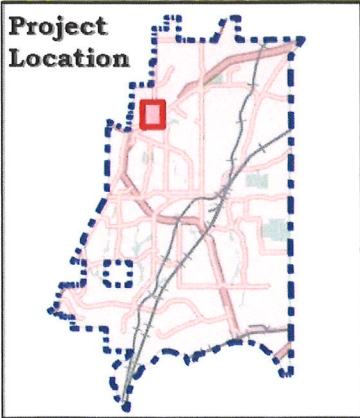
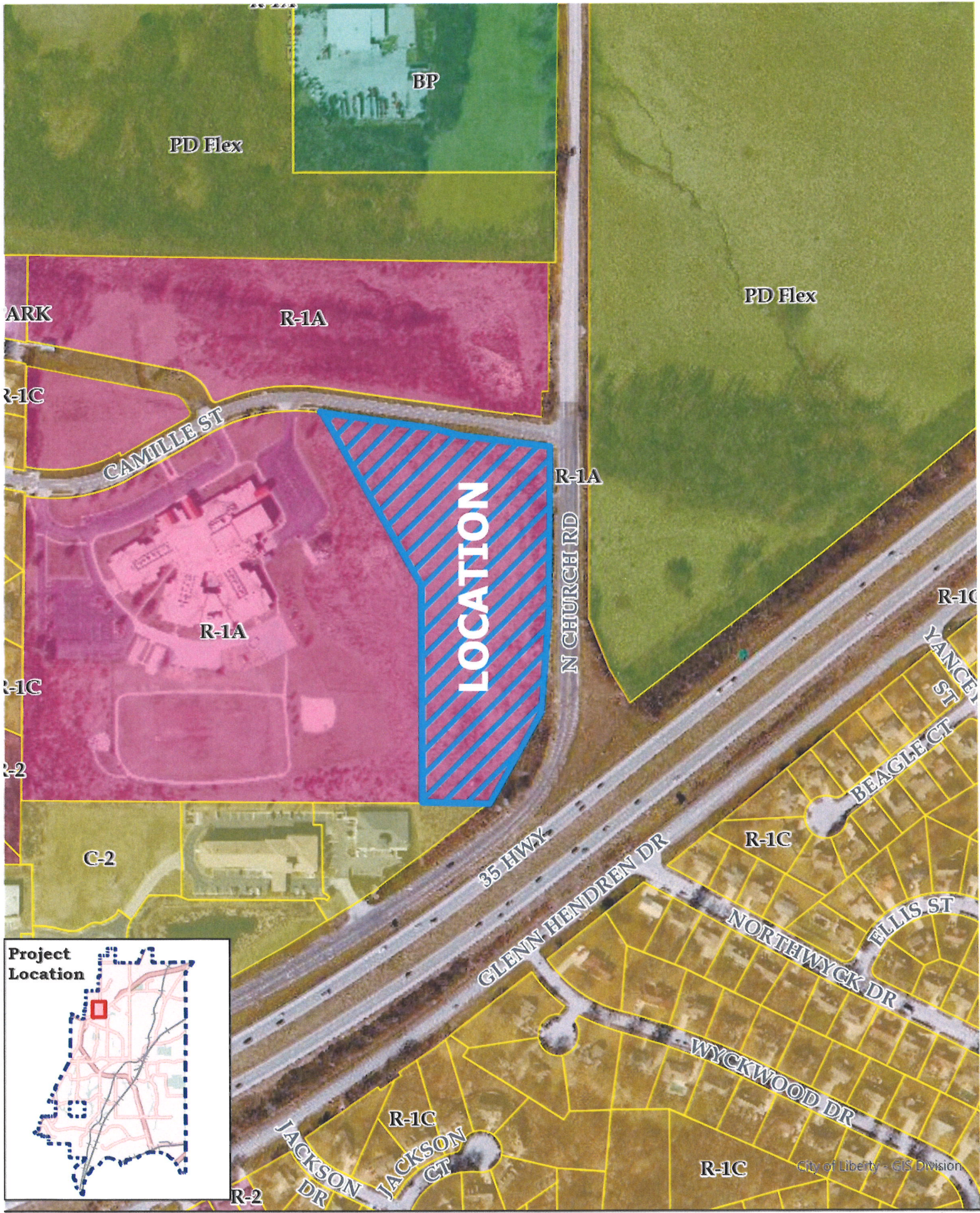
Staff finds this application meets the standards of review for a Final Development Plan (Sec. 30-27.8) and recommends approval of P&Z Case 26-05FDP.

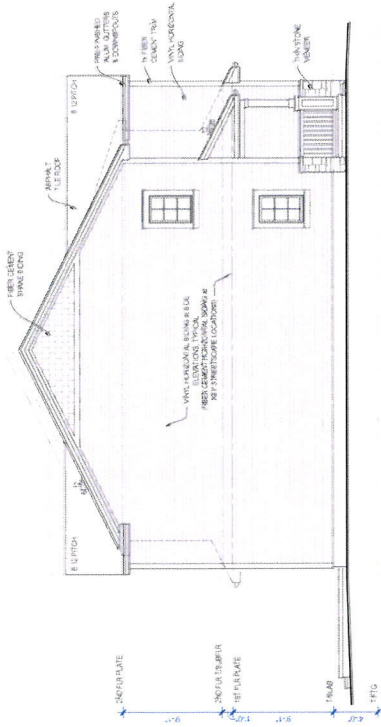
P&Z RECOMMENDATION

At its meeting on February 10, 2026, the Planning Commission voted 9-0-0 to recommend approval of P&Z Case 26-05FDP as presented in the staff report.

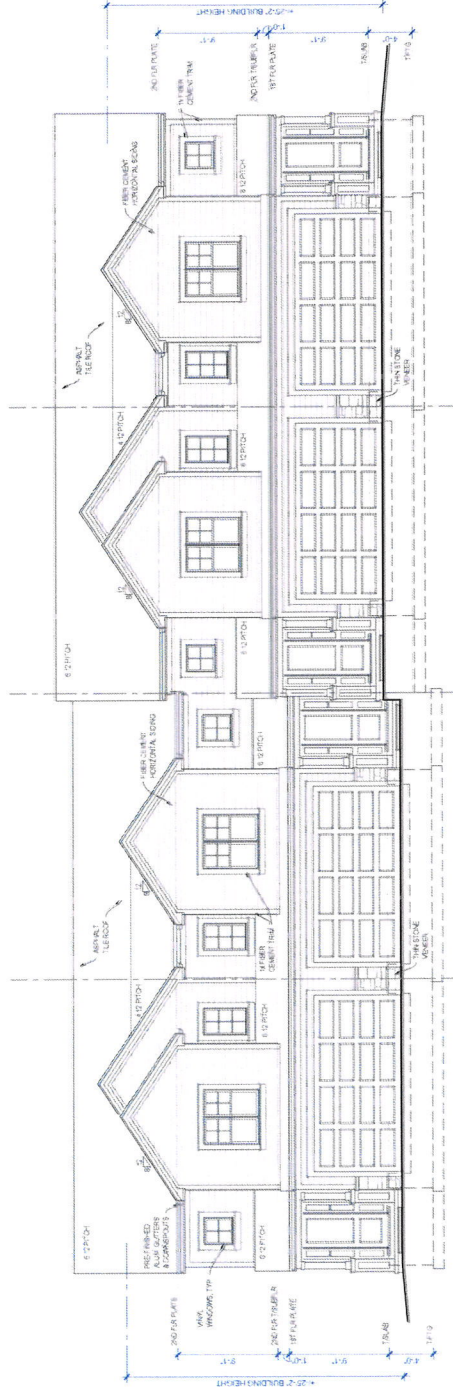
ATTACHMENTS

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

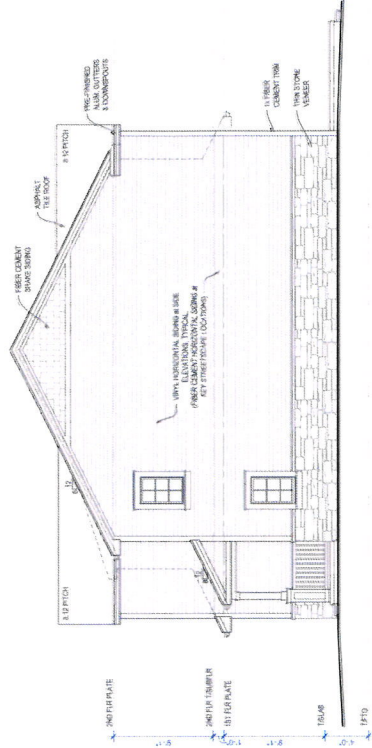




PRELIMINARY
 4-PLEX LEFT ELEVATION
 3/16" = 1'-0"



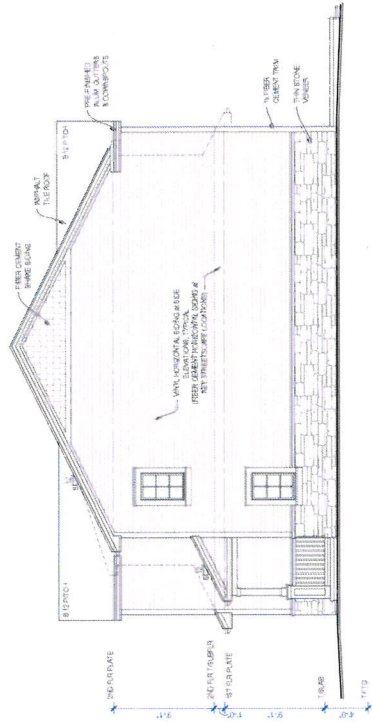
PRELIMINARY
 4-PLEX FRONT ELEVATION
 3/16" = 1'-0"



PRELIMINARY
 4-PLEX RIGHT ELEVATION
 1/8" = 1'-0"



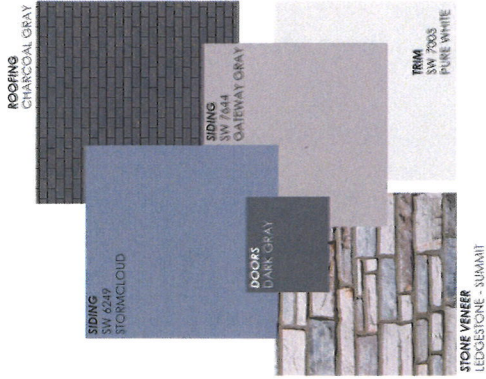
PRELIMINARY
 4-PLEX REAR ELEVATION
 1/8" = 1'-0"



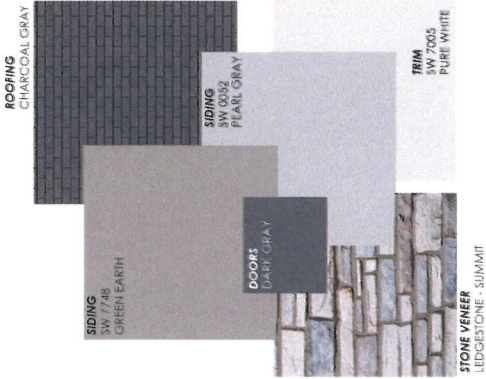
**PRELIMINARY
 5-PLEX RIGHT ELEVATION**
 ② 3/16" = 1'-0"



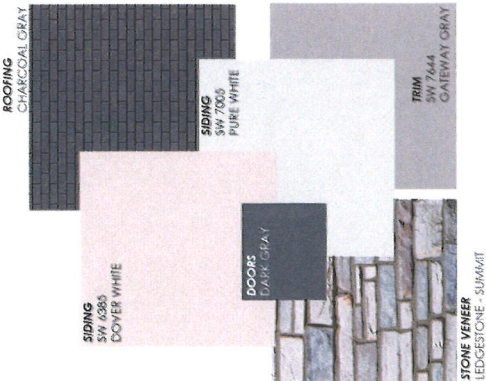
**PRELIMINARY
 5-PLEX REAR ELEVATION**
 ① 3/16" = 1'-0"



EXTERIOR COLOR PALETTE 'C'



EXTERIOR COLOR PALETTE 'B' (SHOWN BELOW)



EXTERIOR COLOR PALETTE 'A'

1500 W. 11TH AVE., SUITE 100
 LIBERTY, MISSOURI 64068
 816.333.1141
 WWW.NSPJARCH.COM

JOB NO. 15-002
 DRAWING NO. 15-002-01
 DATE 10/18/15

COLORED ELEVATION

SHEET NO. **A7**



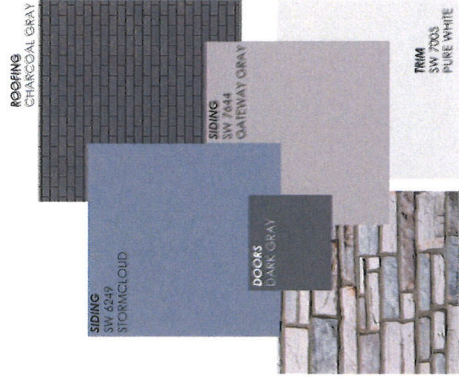
PRELIMINARY
4-PLEX FRONT ELEVATION
 (COLOR PALETTE 'B')



PROVIDED FOR THE USE OF:
 • 112 1/2" X 112 1/2" X 1/2" (1/2" THICK)
 • 112 1/2" X 112 1/2" X 1/2" (1/2" THICK)
 • 112 1/2" X 112 1/2" X 1/2" (1/2" THICK)

JOB NO. 13-0000
 DATE 12.18.13
 DRAWN BY: JRM / JMS

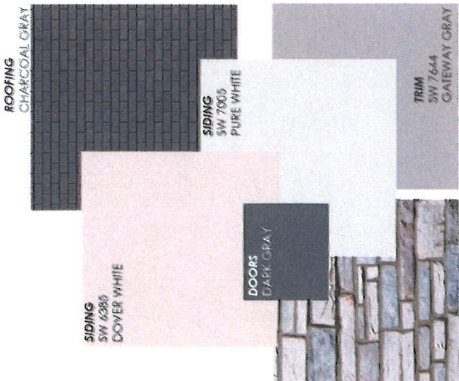
SHEET NAME: COLORED ELEVATION
 SHEET NO. A8



EXTERIOR COLOR PALETTE 'A'



EXTERIOR COLOR PALETTE 'B'



EXTERIOR COLOR PALETTE 'C' (SHOWN BELOW)



A. PZ Case 26-05FDP: Final Development Plan for 49 2-story townhomes configured in 4-unit and 5-unit structures on 7 acres at SW corner of Church & Camille.

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

Chairman Rosekrans asked if the commission had any questions for staff. Seeing none, he asked for the applicant or their representative to step forward.

Andy Ashwal of Center 48 Capital, 42 S. Woodland Drive, Fairhaven, NJ 07704, introduced himself as the representative for this project. Mr. Ashwal confirmed that some small adjustments had been made between the preliminary stage of this proposal and the final proposal being reviewed tonight following conversations with the Mayor and City Council. Mr. Ashwal stated that their team had been in contact with Liberty Public Schools regarding the sanitary sewer easement on the Warren Hills Elementary School property, and that the request to widen the easement would be presented to the School Board later this week. Mr. Ashwal stated he was available for any questions.

Commissioner Holt asked if these units would be rentals or available for ownership. Mr. Ashwal stated that the units would only be available for rent, and that the sale of individual units or plex structures would be prohibited in order to ensure singular ownership is maintained throughout the development.

Commissioner Holt asked if the developer has done other similar projects in the area. Mr. Ashwal confirmed that they own a similar community in Smithville, MO – Copper Ridge – and that a local property management group based in Kansas City has a team physically on-site to handle day-to-day needs.

Chairman Rosekrans asked if the commission had any final questions for the applicant or staff. Seeing none, Chairman Rosekrans asked for a motion on this item.

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

Vote: Motion approved 9-0-0

Yes: All

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, February 23, 2026 at 7:00 p.m.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR LIBERTY HILLS TOWNHOMES, A 49-UNIT TOWNHOME DEVELOPMENT INCLUDING 11 FOUR- AND FIVE-PLEX STRUCTURES AT THE SOUTHWEST CORNER OF CAMILLE STREET AND N. CHURCH ROAD IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for Liberty Hills Townhomes, a 49-unit development including 11 four- and five-plex structures at the southwest corner of Camille Street and N. Church Road, City of Liberty, Clay County, Missouri, has been duly and property presented to the Planning & Zoning Commission on February 10, 2026 and the City Council on February 23, 2026; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for Liberty Hills Townhomes, a 49-unit development including 11 four- and five-plex structures at the southwest corner of Camille Street and N. Church Road, City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

PASSED by the City Council this ____ day of _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK



**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-64

Department: Planning & Development

Submitted By: Katherine Sharp, Director
Planning & Development

Subject: Ordinance authorizing a development agreement with Star Development for the Whitehorse Residential Subdivision in Liberty, Missouri

Summary:

This is a development agreement with Star Development regarding the Whitehorse Subdivision.

Background:

At the February 23, 2026, regular session, the City Council will hear a request for preliminary plat approval for Whitehorse, a 281-lot single-family subdivision along Birmingham Road. Three variances are also requested with this application as well as a contribution by the developer, Star Development, toward a bridge replacing the at-grade railroad crossing at Birmingham Road.

Discussion

City staff and the developer discussed the potential for a bridge at Birmingham Road which would remove the need for the existing at-grade crossing. The developer redesigned the portion of the subdivision nearest the railroad crossing to allow a bridge over the crossing. In lieu of making road improvements in the area of Birmingham that will not be used when the bridge is constructed, the developer is contributing \$100,000 to the design of the bridge and right-of-way for the roadway re-alignment. This design will allow city staff to apply for Federal Railroad Administration (FRA) funding to aid in the cost of the grade-separation costs. The City has procured a consultant to assist with the bridge design and grant application with support from the Canadian Pacific Railway. FRA funding will be applied for in 2026. Future roadway and bridge construction could start as early as summer of 2029 if funding and grant applications are successful. The complete variance requests are discussed in detail in the rezoning staff report and listed below:

- **Sec. 30-35.2. — Street capacity requirements; required improvements**, which require the developer to improve all collector or arterial streets that abut the proposed development along the entire limits of the development site to city improvement standards. The developer requests a variance for improving Birmingham north of Creekwood Drive and south of lot 281, along the portion of Birmingham that will be realigned. The developer will be required to build all other required road improvements.
- **Sec. 30-93.3. — Design specifications, streets and alleys**, which state that five-foot wide sidewalks are required on both sides of the street for all road

improvements. The developer requests a variance for building the sidewalk on the west side of Birmingham adjacent to Phase 1, approximately 460 feet of sidewalk. The developer shall build all other required sidewalks.

- **Sec. 30-36.1. — Sanitary sewer facilities; required connection**, which states that all development shall be required to provide a direct gravity flow sewer connection to the public sewer system. The developer requests to install a sewer lift station and force main in the area shown as Phase 4, which lies north of the tracks and east of Birmingham Road. The developer shall build the gravity line south and under the railroad, placing the lift station on the south side of the railroad and east of Birmingham. Once accepted, the city will provide future maintenance for the lift station.

Per the development agreement, if at the time that the developer is ready to file the final plat for Phase 4, the City has decided that the City will not pursue the realignment of Birmingham Road as contemplated, the developer will be obligated to improve the portion of Birmingham Road north of Creekwood Drive and south of Lot 281 in accordance with Sec. 30-35.2, and at such time that the developer records the final plat for Phase 4, the City will reimburse the developer the \$100,000 contribution described.

Previous Action (if applicable):

The required Legal Notice for the Variance Hearing was posted in the Courier Tribune on January 21, 2026.

The Planning & Zoning Commission voted unanimously in favor of the application with variance requests as outlined in the staff report.

P&Z Case 22-42R&PP: Rezoning and Preliminary Plat for the Whitehorse single family subdivision was approved by the City Council in October 2022. The Preliminary Plat approval expired after two years of inactivity on the project. A Development Agreement was approved concurrently with this application, which has also sunset.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
X Other: Planning & Zoning Commission	Completed/Recommended: 2/10/2026

Financial Considerations:

Budgeted: N/A	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	

	Funding Source:	Amount:
--	-----------------	---------

Attachments:

1. Whitehorse Development Agreement ORDINANCE
2. Whitehorse Residential Development Agreement
3. Ex B White Horse Pre Plat 2025 a
4. 26-03PP Vicinity Map

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A DEVELOPMENT AGREEMENT WITH STAR DEVELOPMENT FOR THE WHITEHORSE RESIDENTIAL SUBDIVISION IN LIBERTY, MISSOURI

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 authorizes the mayor to execute a development agreement with Star Development for the Whitehorse Residential Subdivision, Liberty, Missouri. A copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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 _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2026.

GREG CANUTESON, MAYOR

DEVELOPMENT AGREEMENT

Whitehorse Residential Development

This Development Agreement made and entered into this ___ day of _____, 20___, by and between the **MAYOR, CITY COUNCIL, AND CITIZENS OF THE CITY OF LIBERTY**, a Municipal Corporation, hereinafter referred to as "**CITY**", and **TIMOTHY D HARRIS LLC**, hereinafter referred to as "**DEVELOPER**".

WITNESSETH:

1. Subject Property: The subject of this agreement is the proposed development of the land identified and referred to as the Whitehorse Residential Subdivision, attached hereto as Exhibit "A", by ACG Engineers, dated November 17, 2025, and approved by the CITY as Planning and Zoning Case No. _____ on _____, 20___, and inscribed as Ordinance No. _____.
2. Impact of Development: Both parties agree and recognize that the proposed development will have a substantial impact on the surrounding area and the cost to the public of providing adequate facilities to serve the new development, and the parties further agree that the development and additional impact created thereby could not be supported without the agreements of the DEVELOPER provided herein.
3. Sewer Lift Station: The DEVELOPER requests to install a sewer lift station and force main in the area shown as Phase 4, which lies north of the tracks and east of Birmingham Road. The CITY shall allow a variance from Sec. 30-36.1. - Sanitary sewer facilities; required connection, which states that all development shall be required to provide a direct gravity flow sewer connection to the public sewer system. The DEVELOPER shall build the gravity line south and under the rail road placing the lift station on the south side of the railroad and east of Birmingham. The CITY shall provide maintenance for the lift station.

Whitehorse Residential Development Agreement:

4. Sidewalk Variance: The DEVELOPER requests a variance from building the sidewalk on the west side of Birmingham, approximately 845 feet of sidewalk. The CITY shall allow a variance from Sec. 30-93.3. - Design specifications, streets and alleys, which states that five-foot wide sidewalks are required on both sides of the street on all road improvements. The DEVELOPER shall build all other required sidewalk.
5. Future Realignment of Birmingham: To allow for a bridge over the existing railroad corridor, the DEVELOPER agrees to dedicate the necessary right-of-way for the realignment of Birmingham Road.
6. Variance from Road Improvements: The DEVELOPER requests a variance from improving Birmingham north of Creekside Drive and south of lot 281. The CITY shall allow a variance from Sec. 30-35.2. - Street capacity requirements; required improvements, which requires the developer to improve all collector or arterial streets that abut the proposed development along the entire limits of the development site to city improvement standards. The DEVELOPER shall build all other required road improvements. This is illustrated and attached hereto as Exhibit "B", by ACG Engineers, dated November 17, 2025. If by such time that the developer is ready to design Phase IV the CITY has decided that they will not pursue the realignment of Birmingham the DEVELOPER will be obligated to construct Road Improvements improving Birmingham north of Creekside Drive and south of lot 281. At such time City shall reimburse developer contribution described in item 7 below. Also City agrees to return any prior dedicated right-of-way described in item 5 above.
7. Contribution for Bridge over Rail Crossing: The DEVELOPER agrees to contribute \$100,000 in connection with Phase 1 of the proposed development to assist in funding the design or build of a bridge to cross over the existing at grade crossing. The CITY shall withhold

approval of subsequent plats or development plans until the payment has been made. The CITY shall be responsible for all other funding of the bridge construction.

8. Development Obligation: The DEVELOPER acknowledges and agrees that any requirements or contributions set forth herein would be in addition to any other fees, requirements, or contributions as is required by City ordinance.
9. Complete Agreement: Both parties agree that this Development Agreement represents a complete agreement between the parties and that there are no promises of representations or understandings not expressly set out herein. This agreement may only be modified by writing, signed by both parties, and approved by the CITY with the same formalities as this agreement.
10. Binding Effect: Both parties agree that this agreement shall be binding upon the parties hereto, their heirs, successors, and assigns.
11. This agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the day and year first above written.

THE MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION

By: _____
Mayor

ATTEST:

Deputy City Clerk

TIMOTHY D. HARRIS LLC

By:  _____
Timothy D. Harris, Member

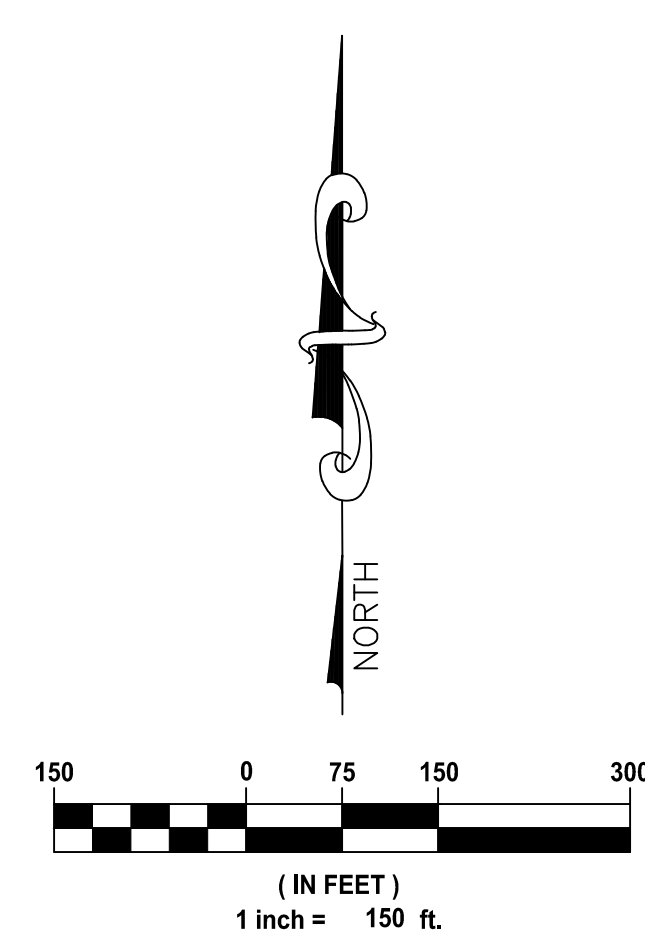
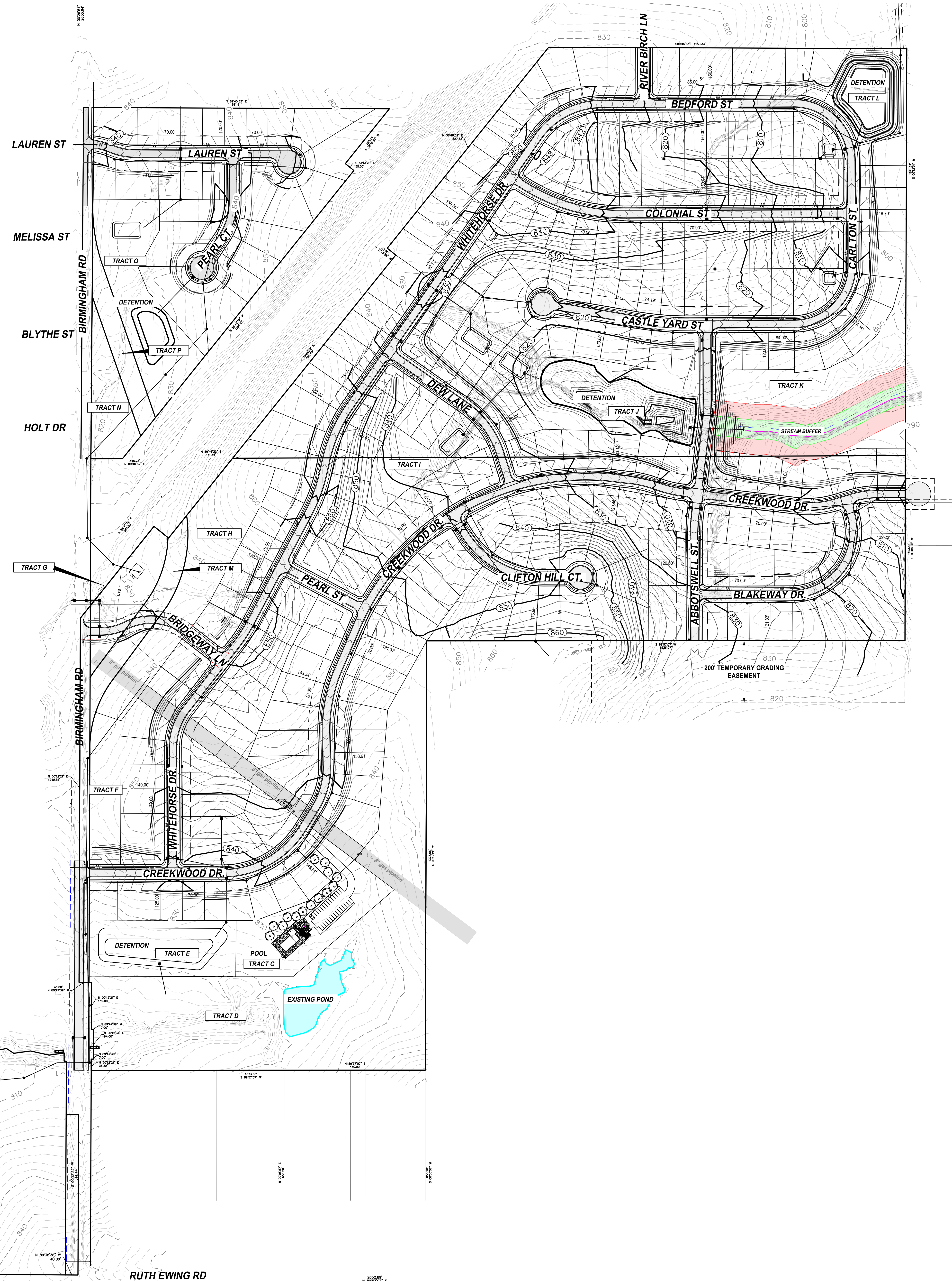
Whitehorse Residential Development Agreement:

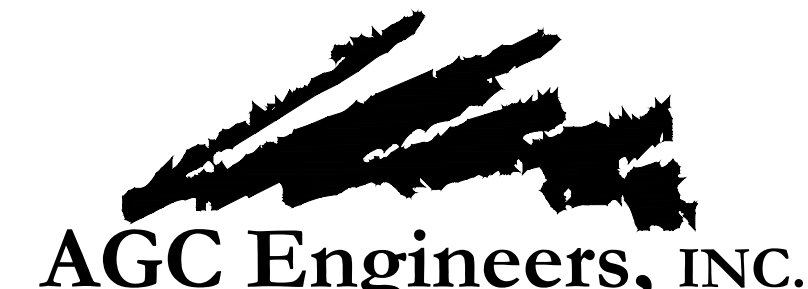
PRELIMINARY PLAT

Whitehorse

A Subdivision in Liberty,
Clay County, Missouri

(Grading Plan)



 AGC Engineers, INC.		405 S. Leonard St., Suite D Liberty, Missouri 64068 816.781.4200 fax 792.3666 www.agcengineers.com
BY	REVISION	DATE:
AA/AEA	Submittal to City	11-17-25
AA/ACA	Submittal to City	9-2-22
AA/ACA	Submittal to City	7-28-22

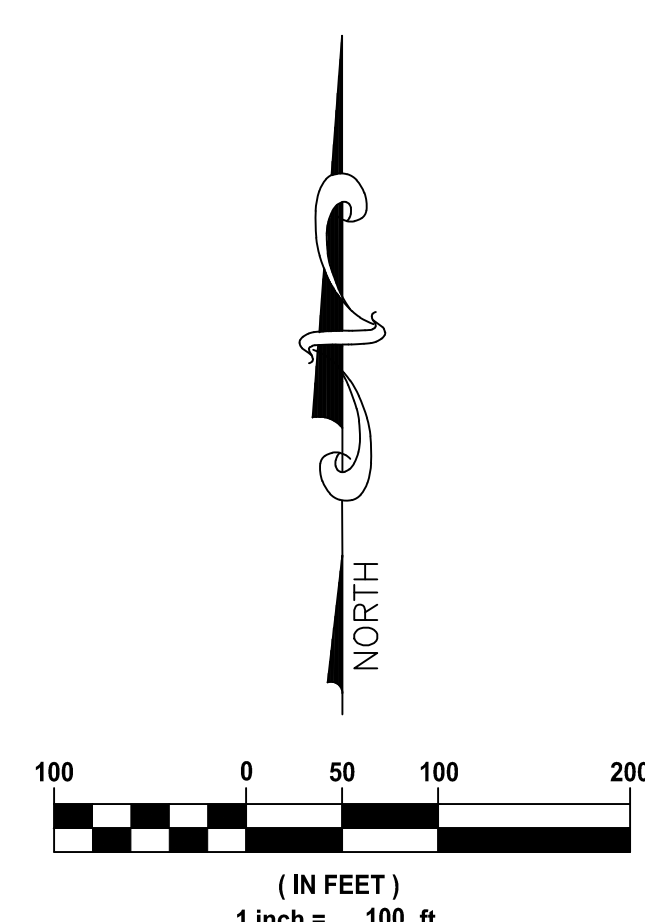
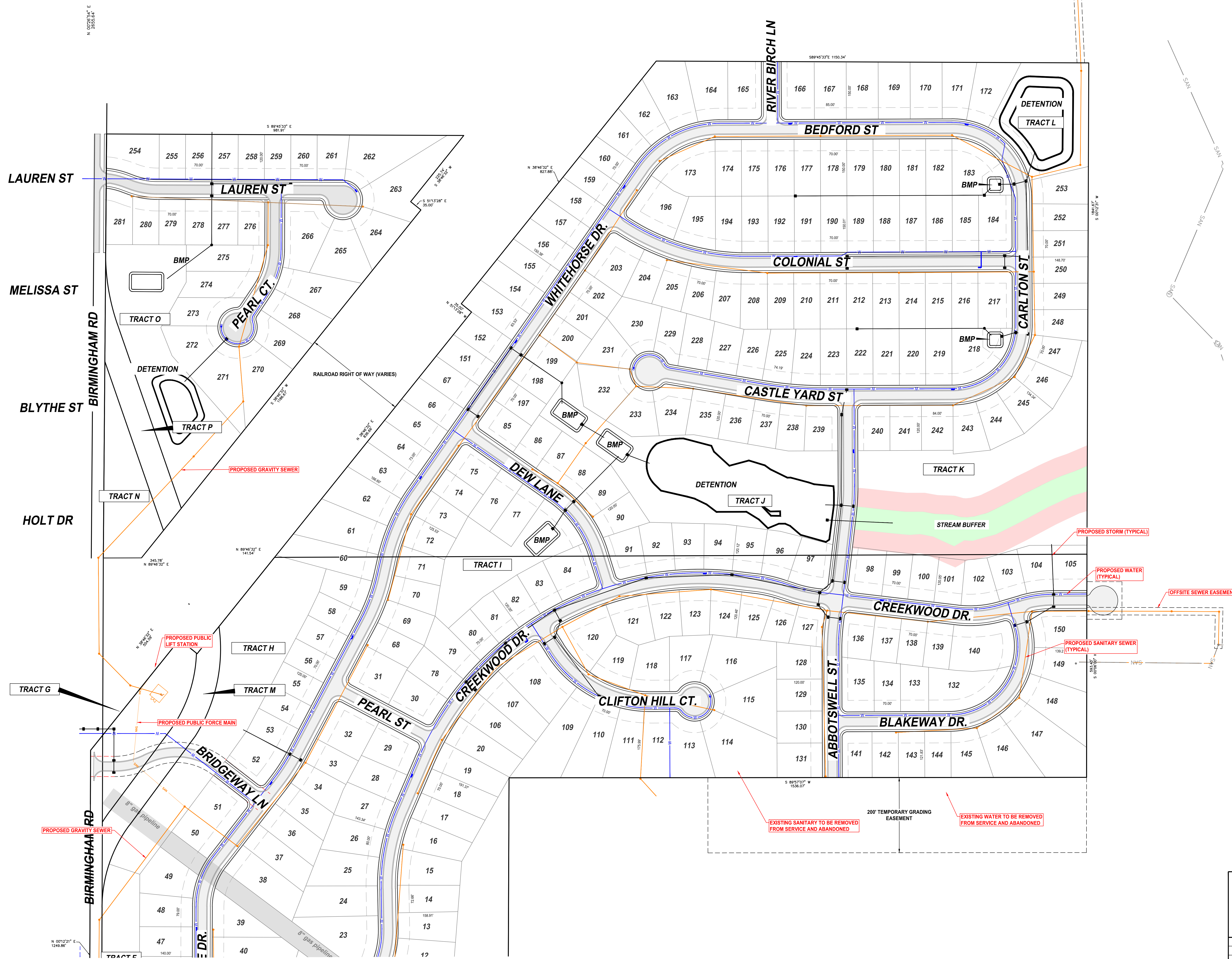
2 of 5

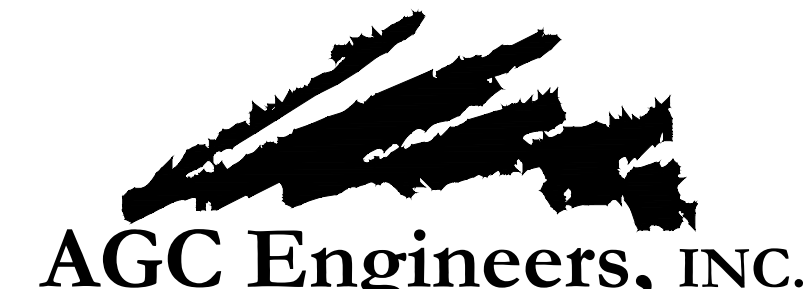
PRELIMINARY PLAT

Whitehorse

A Subdivision in Liberty,
Clay County, Missouri

(Utility Plan 1 of 2)





AGC Engineers, INC.

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

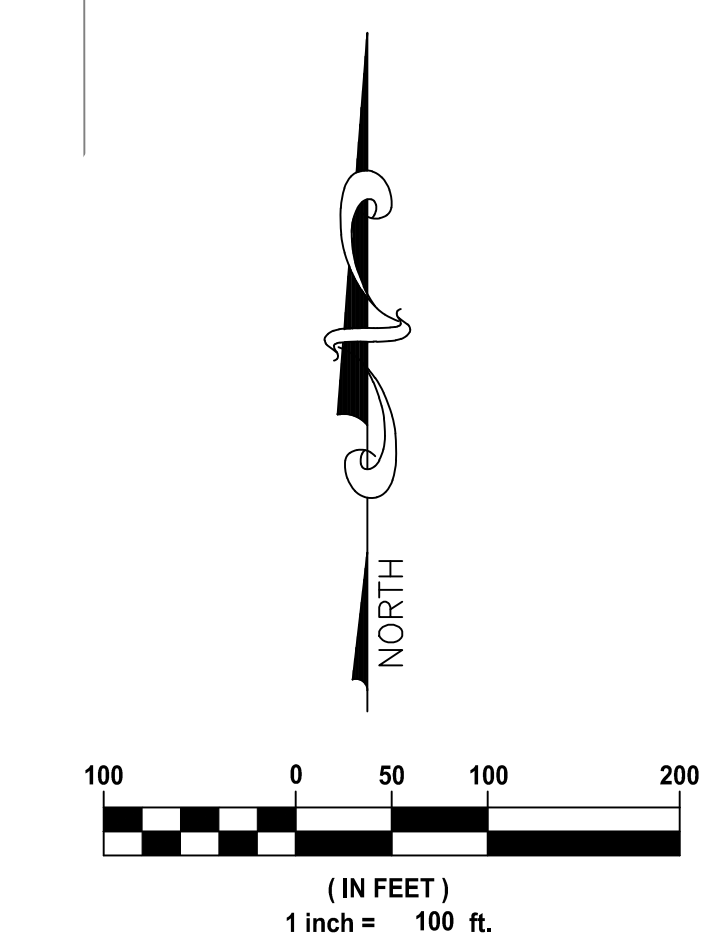
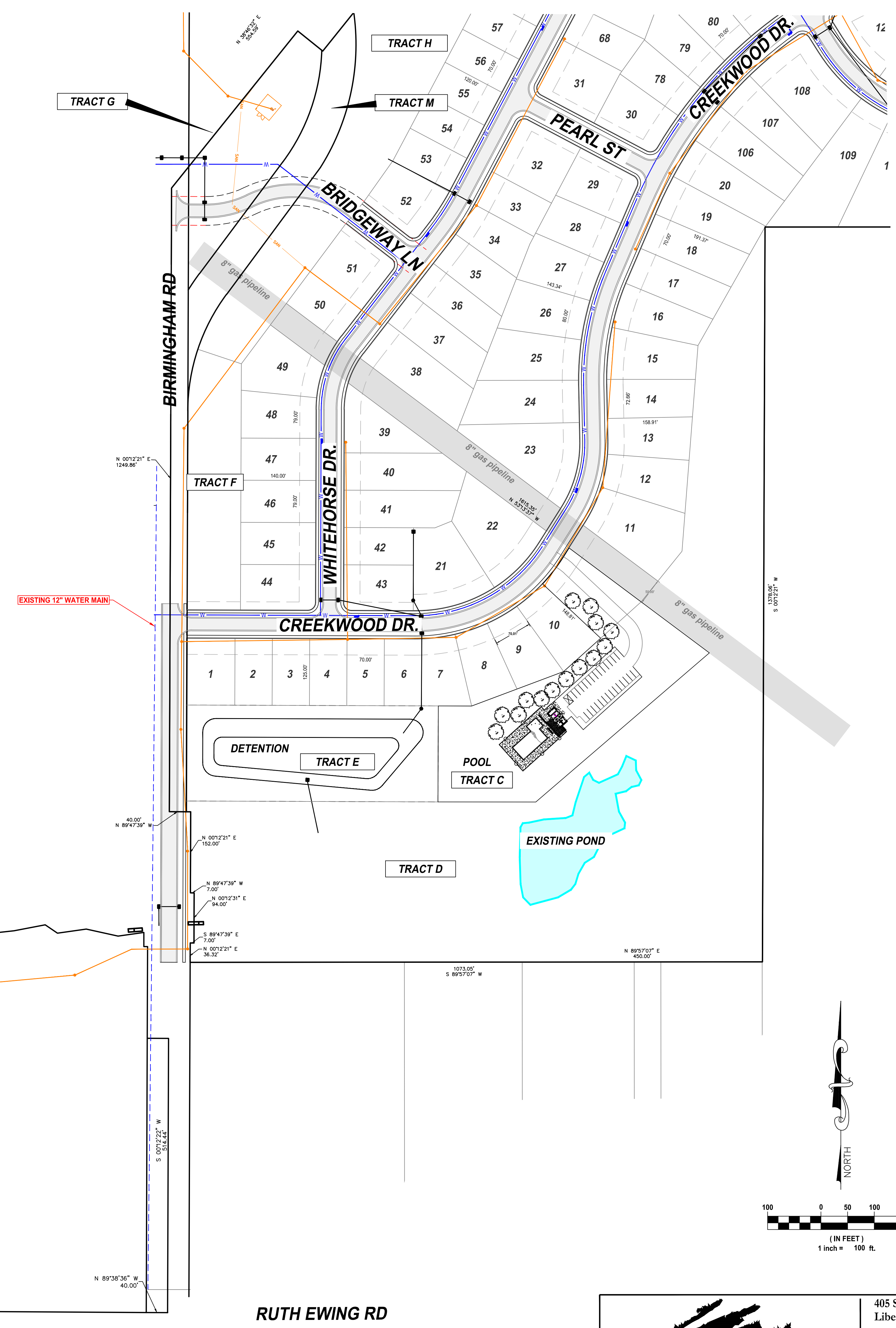
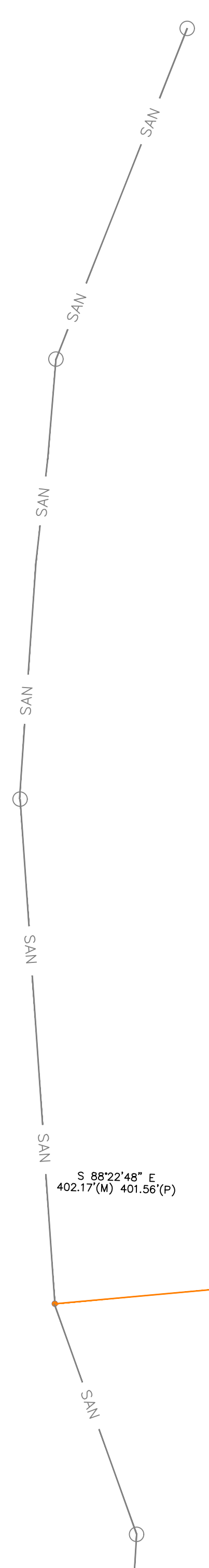
816.781.4200
fax 792.3666
www.agcengineers.com

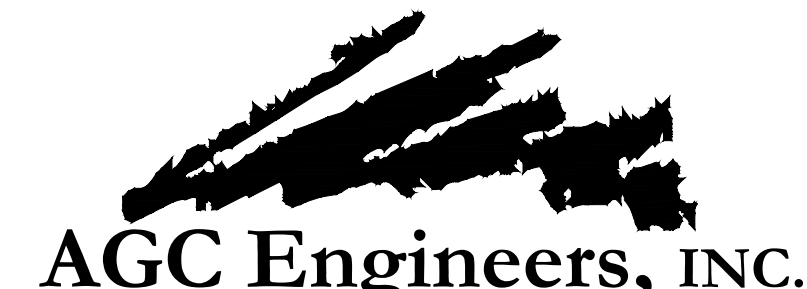
BY	REVISION	DATE
AA/AEA	Submittal to City	11-17-25
AA/ACA	Submittal to City	9-2-22
AA/ACA	Submittal to City	7-28-22

PRELIMINARY PLAT

Whitehorse
A Subdivision in Liberty,
Clay County, Missouri

(Utility Plan 2 of 2)





AGC Engineers, INC.

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

816.781.4200
fax 792.3666

www.agcengineers.com

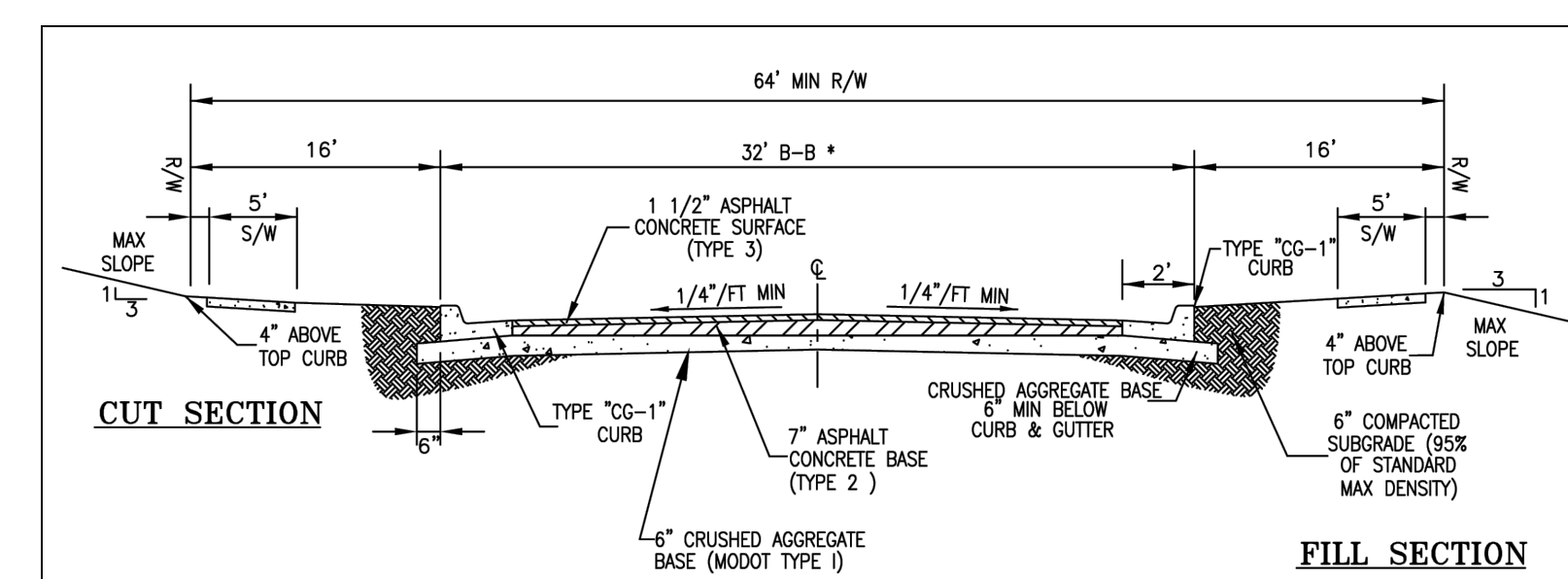
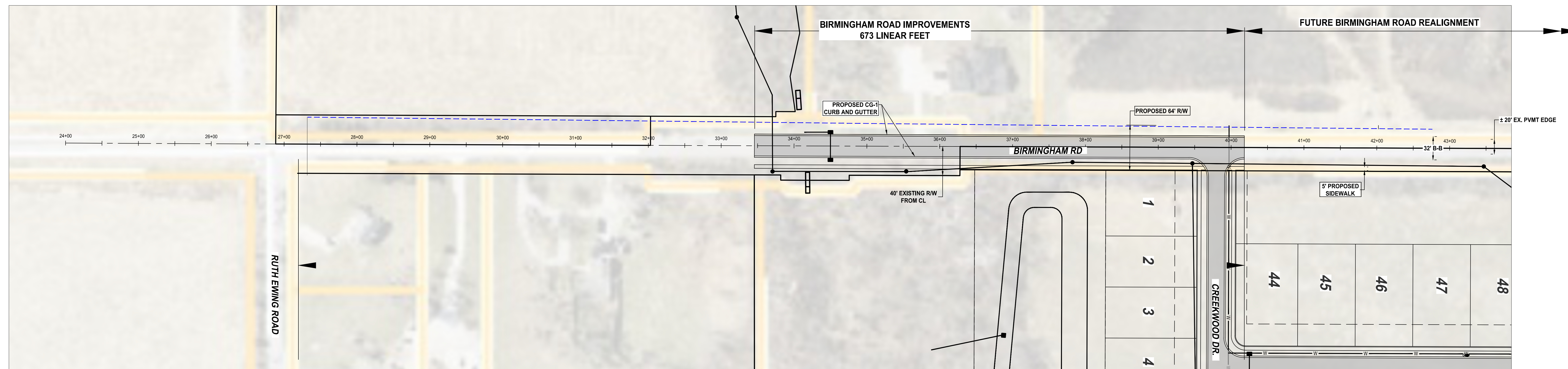
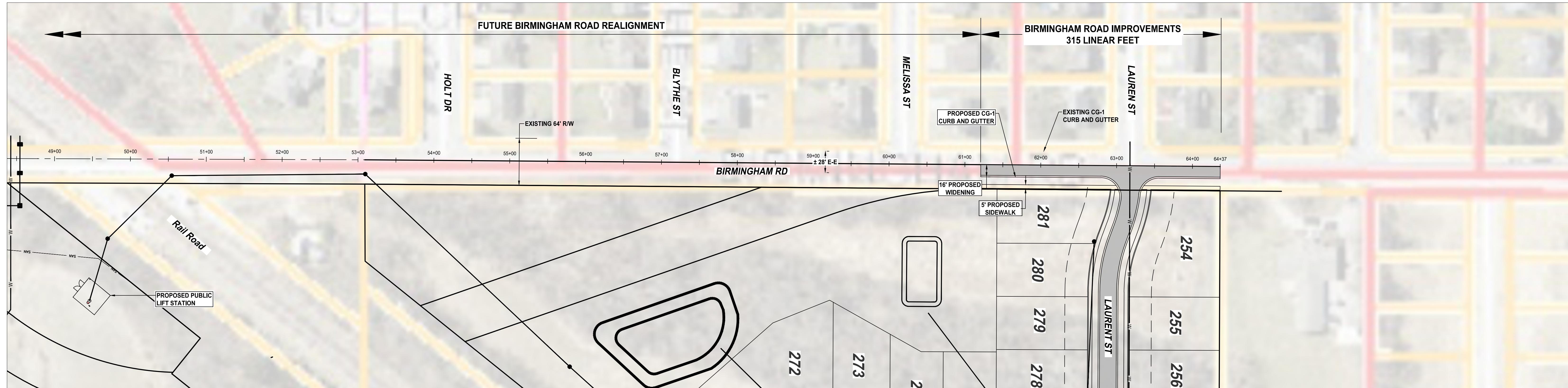
BY	REVISION	DATE
AA/AEA	Submittal to City	11-17-25
AA/AEA	Submittal to City	9-2-22
AA/AEA	Submittal to City	7-28-22

PRELIMINARY PLAT

Whitehorse

A Subdivision in Liberty,
Clay County, Missouri

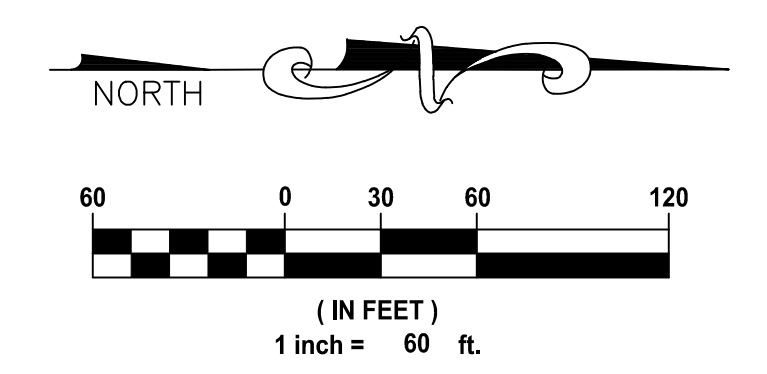
(Birmingham Road Improvements)

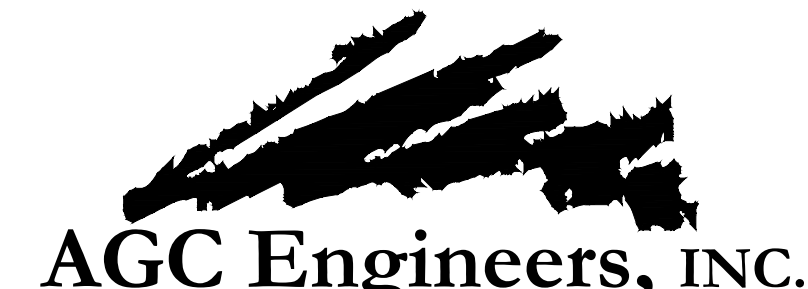


- NOTE:
- UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER, BASE MIX SHALL BE TYPE 2.
 - 5' WIDE SIDEWALKS TO BE CONSTRUCTED ALONG COLLECTOR AS PART OF PROJECT.

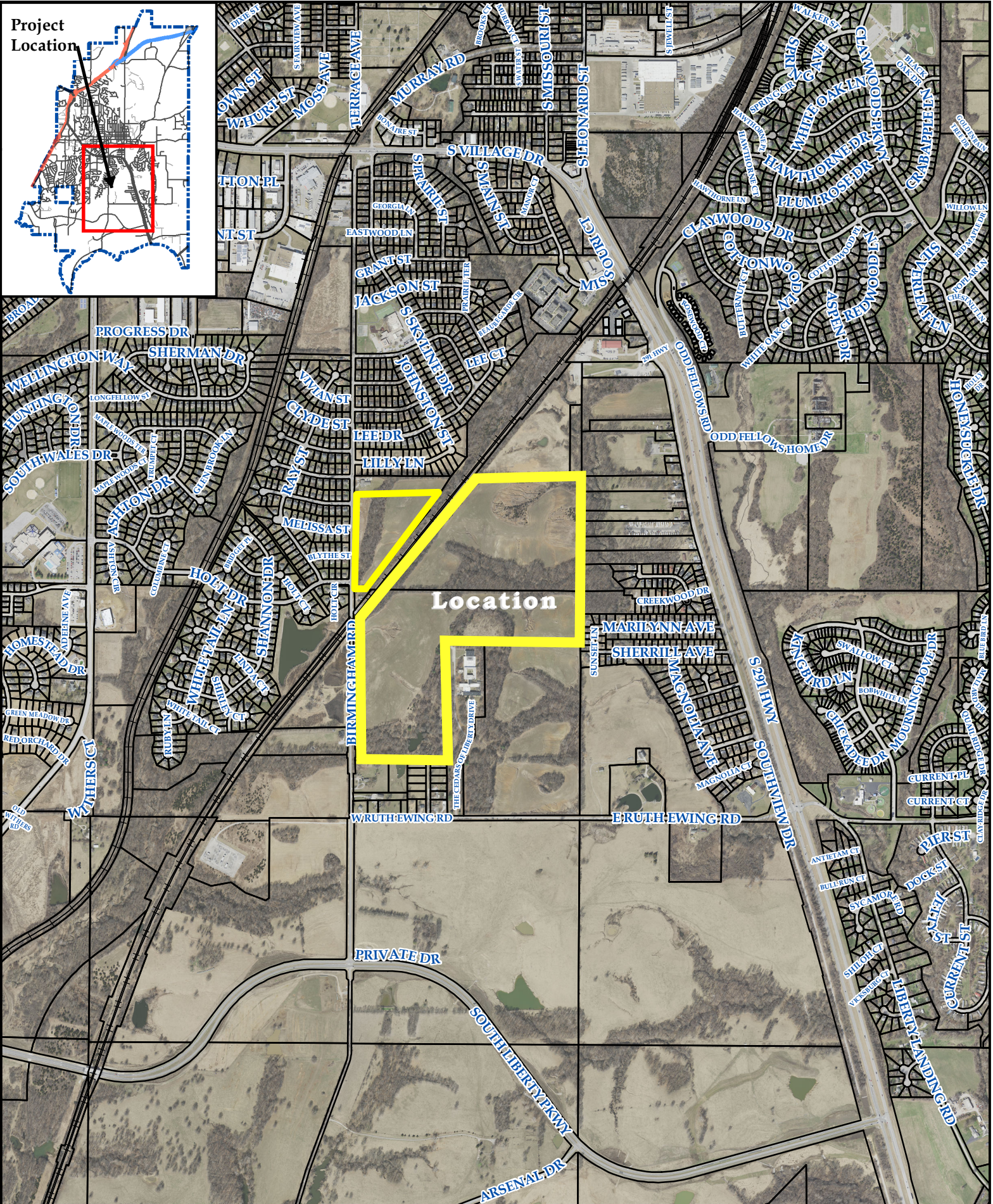
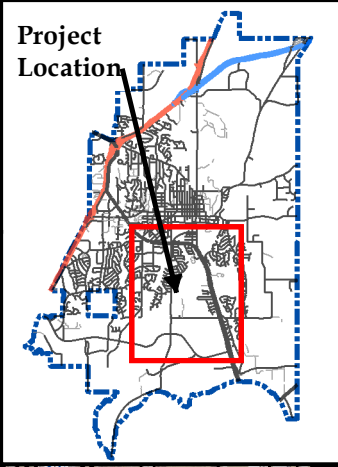
NOTE: SIDEWALK TO BE BUILT ONLY ON SIDE ADJACENT TO THIS DEVELOPMENT.

COLLECTOR STREET TYPICAL SECTION
NOT TO SCALE



		405 S. Leonard St., Suite D Liberty, Missouri 64068	
		816.781.4200 fax 792.3666	
www.agcengineers.com			
BY	REVISION	DATE:	
AA/AEA	Submittal to City	11-17-25	
AA/ACA	Submittal to City	9-2-22	
AA/ACA	Submittal to City	7-28-22	

Project Location



P&Z Case 26-03PP
Preliminary Plat Whitehorse

EXHIBIT A:
VICINITY MAP





**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-59

Department: Parks & Recreation

Submitted By: Erika Brant

Subject: Ordinance approving a Carbon Reduction Program (CRP) grant agreement with MODOT to provide financial assistance for the construction of a 1.3-mile trail segment connecting North Flintlock Road to Campbell Drive that will complete Little Shoal Creek Trail (Project CRP – 3392(410))

Summary:

- Liberty Parks and Recreation Department applied for and received a CRP (Carbon Reduction Program) grant for the construction of a 1.3-mile trail segment connecting N. Flintlock Rd. to Campbell Dr. that will complete Little Shoal Creek Trail.
- As a part of the grant award, the City must enter into a CRP funding agreement with the Missouri Highways and Transportation Commission.
- The agreement will provide \$950,000.00 in construction funding as a part of a reimbursable process.

Background:

In 2017, Vireo provided a preliminary trail route to connect Campbell Road where the Homestead Trail terminates west to Liberty Drive. With the primary design completed, staff worked with the developers of Homestead subdivision to extend the trail further west to connect Buckingham Drive with a pedestrian bridge over Little Shoal Creek to Campbell Road. The developer agreed to build the trail in 2023 as part of Homestead Hills second phase if the City would cover the cost for the bridge over Little Shoal Creek. In the spring of 2024, the bridge was installed and the trail pavement completed. This completed Segment C of Little Shoal Creek from the 2017 Liberty Trail Alignment Report.

In 2024, the City applied for funding through MARC's Connected KC 2050 call for projects. That application was successful, and the City was awarded \$950,000 to complete segments A & B of Little Shoal Creek Trail. This connection will provide alternative routes for bicyclists and pedestrians to connect to schools and shopping west of the Flintlock flyover spanning I-35. This section of trail is planned to cross the creek twice and will need to connect to Liberty Drive/N. Flintlock near the Flintlock Roundabout.

City Council approved a contract for BHC Civil Engineering (Ord. No. 12156) for the Little Shoal Creek Trail design from Old Campbell Road to Liberty Drive/N. Flintlock in August 2025. That work to complete a final trail design and floodplain permit is in process and is expected to be completed in 2026.

The grant funds for this trail 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 \$950,000 with an estimated total cost of approximately \$1.3 million to complete the trail. Additional funds to complete the trail will come from the Parks Sales Tax.

MoDOT requires an ordinance from the Local Public Agency (LPA) authorizing the City to enter into a funding agreement. The Missouri Highways and Transportation Commission CRP Agreement is attached for review and signature.

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

A future Council action will be required to award a construction contract.

Staff recommends approval of an ordinance authorizing the Mayor of the City of Liberty, Missouri to execute a CRP Funding Agreement between the City of Liberty, Missouri and the Missouri Highways and Transportation Commission to provide funding assistance for the construction of a 1.3-mile trail segment connecting Liberty Drive/N. Flintlock Rd. to Campbell Dr. that will complete Little Shoal Creek Trail. Project CRP – 3392(410).

Previous Action (if applicable):

- The Citizen Sales Tax Oversight Committee found the agreement with BHC Civil Engineering met voter intent at their August 8, 2025 meeting.
- Ord. No. 12156 was approved by City Council on August 25, 2025.
- On February 12, 2026, the Citizen Sales Tax Oversight Committee approved an ordinance authorizing payment of a project invoice to the Mid-America Regional Council (MARC) as part of the MARC Transportation Program Local Match Policy and Strategy associated with the award of \$950,000 for the construction of Little Shoal Creek Trail through the Carbon Reduction Program.

Policy/Committee Review:

<input checked="" type="checkbox"/> Citizen Sales Tax Oversight Committee	Completed/Recommended: 2-12-2026
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
<input checked="" type="checkbox"/> Other: Park Board	Completed/Recommended: 2-5-2026

Financial Considerations:

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

Attachments:

1. Ordinance - CRP Grant MoDOT Financial Agreement for Little Shoal Creek Trail

2. CRP Grant MoDOT Financial Agreement
3. CRP Grant MODOT 2017 Trail Alignment Study - Little Shoal Creek Maps
4. CRP Grant MODOT ConnectionTrail_Canterbury_HomesteadMap (2)

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CARBON REDUCTION PROGRAM (CRP) GRANT AGREEMENT WITH MODOT TO PROVIDE FINANCIAL ASSISTANCE FOR THE CONSTRUCTION OF A 1.3-MILE TRAIL SEGMENT CONNECTING NORTH FLINTLOCK ROAD TO CAMPBELL DRIVE THAT WILL COMPLETE LITTLE SHOAL CREEK TRAIL (PROJECT CRP – 3392(410))

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

SECTION I

Attached hereto and incorporated herein by specific reference thereto is the proposed agreement between the City of Liberty, Missouri and the Missouri Highways and Transportation Commission to provide funding assistance in the amount of NINE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$950,000.00) for the construction of Little Shoal Creek Trail from N. Flintlock Rd. to Campbell Dr.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby approves said agreement.

SECTION III

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor of the City of Liberty to execute said agreement on behalf of the City.

SECTION IV

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

PASSED by Council this _____ day of _____, 2026

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2026.

GREG CANUTESON, MAYOR

CCO Form: FS37
Approved: 12/22 (MWH)
Revised: 03/25 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: CRP – 3392(410)
Award Year: 2026
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CARBON REDUCTION PROGRAM (CRP) AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Liberty (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), Title 23 United States Code (USC) §175 authorizes the funding of projects providing for the reduction of transportation emissions; and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that Little Shoal Creek Trail is consistent with the goals of the CRP funding; and

WHEREAS, the City has the resources to develop and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 USC §175, funds to be used for activities for carbon reduction. The purpose of this Agreement is to grant the use of such funds to add to Little Shoal Creek Trail connecting N. Flintlock Rd to Campbell Dr. and connect with existing trails in the area.

(2) SCOPE OF WORK: City shall provide planning and implementation of a missing trail segment in the Liberty area as more fully described in the attached Exhibit A which is incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public

Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation (“MoDOT” or “Department”) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission’s district engineer prior to working on the Commission’s right of way, which shall be signed by an authorized contractor representative (a permit from the Commission’s district engineer will not be required for work outside of the Commission’s right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party’s rights or defenses with regard to each party’s applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(6) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's Kansas City

District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 USC §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the

information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include provisions of paragraph 8 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission of the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the USDOT and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(10) ASSIGNMENT: The City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(11) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(14) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(15) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(16) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80% (eighty percent) not to exceed \$950,000 (nine hundred and fifty thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment

requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(21) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers, and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the City expend(s) one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(25) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(26) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(27) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of the City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(28) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(29) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LIBERTY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By: _____

Title: _____

Appendix A - Project Budget

Project Budget		
Phase	Source	Amount
Engineering	Local	\$179,000.00
Construction	Local	\$361,800.00
Construction	Federal CRP	\$950,000.00

Exhibit A – Scope of Work

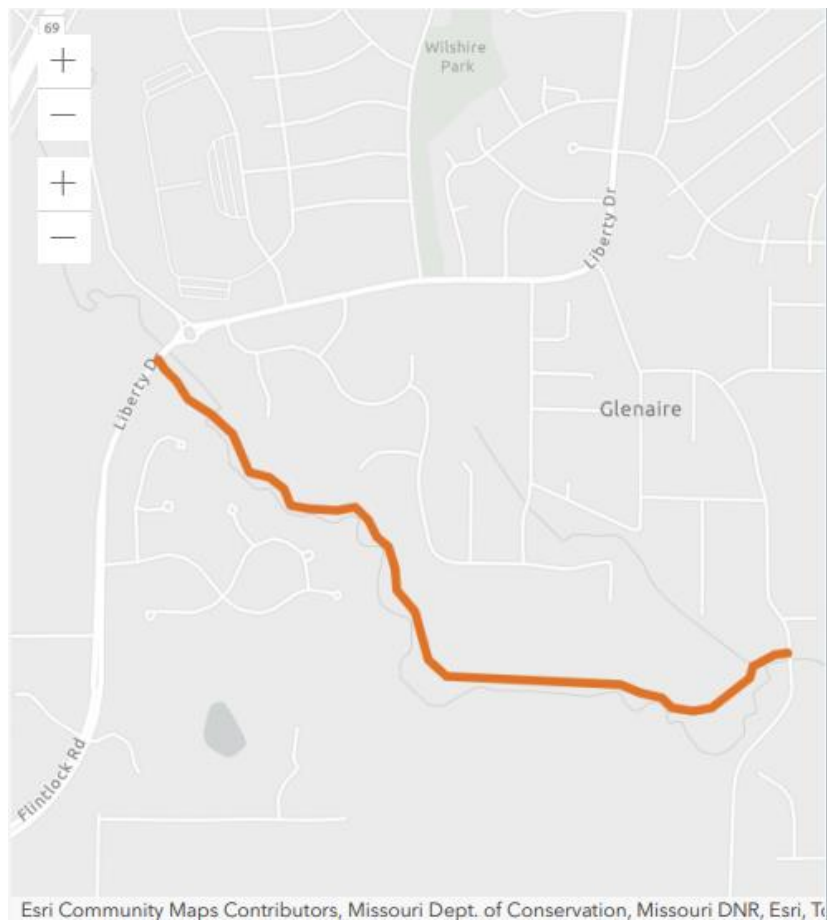


Exhibit B – Project Schedule

Project Description: Construction of a 1.3-mile trail segment connecting N. Flintlock Rd. to Campbell Dr. that will complete Little Shoal Creek Trail.

Task	Date
Date funding is made available or allocated to recipient	3/31/2025
Solicitation for Professional Engineering Services (advertised)	5/10/2025
Engineering Services Contract Approved	7/1/2025
Preliminary and Right-of-Way Plans Submittal (if Applicable)	3/1/2026
Plans, Specifications & Estimate (PS&E) Submittal	5/1/2026
Plans, Specifications & Estimate (PS&E) Approval	6/1/2026
Advertisement for Letting	6/20/2026
Bid Opening	7/20/2026
Construction Contract Award or Planning Study completed (REQUIRED)	8/31/2026

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions Federal-Aid Construction Contracts

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders,

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract

rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction

subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 601.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity:

Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty

days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability.

The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this

subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other

remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as nonresponsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual

report to the contracting agency each July for the duration of the project indicating the number of minority, women, and nonminority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for

employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project

under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is

performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1)

In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that

any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is used in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the

same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or

the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1)
Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an

individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form

WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WH-D/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the

full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve

these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record*

disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to

WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work

they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. **Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the DavisBacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of

Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or

others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event

of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime

contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through

5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lowertier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the

contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance

of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federalaid highway projects, it is

essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material

fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
(42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or

agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a

prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a

participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered

transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty

of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job

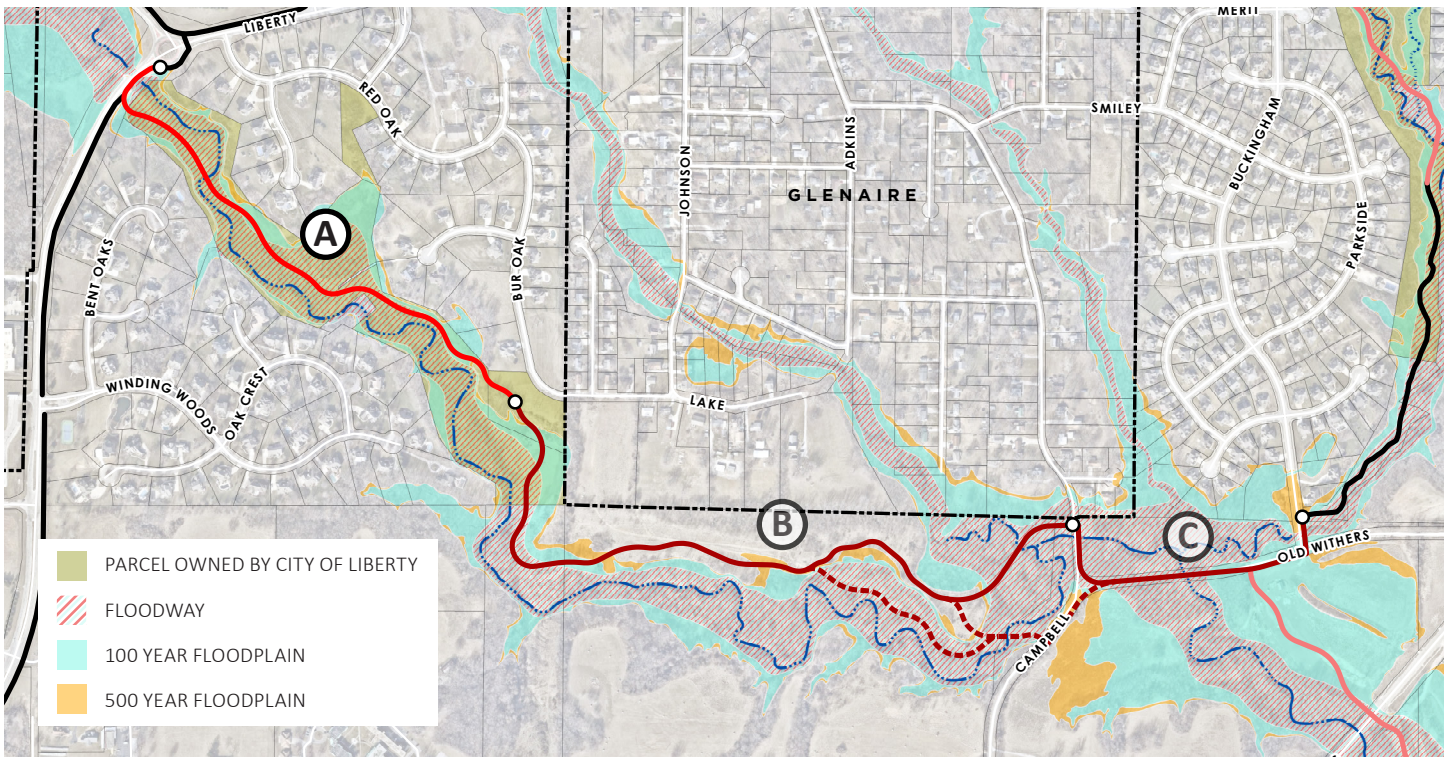
order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



See Appendix B for preliminary plan & profile information.

Location and Extents

- 2,750 feet or 0.52 miles long
- N Flintlock Road / Liberty Drive to southwest corner of Glenaire City Limits
- Generally follows Little Shoal Creek
- Maximum grade: 7.60%
- Distance at maximum grade: 195 Ft

Significance

- Connects to existing multi-use trail along N Flintlock Rd, providing access to points west, including neighborhoods in Pleasant Valley and Kansas City, Missouri.
- Provides access from Discover/ South Valley Middle School Campus and Flintlock Flyover bridge to surrounding neighborhoods
- Links to Bent Oaks and Whitehall neighborhoods, among others

Corridor Experience

- Tree-lined corridor provides a fair amount of shade
- Riparian character with numerous mature trees
- Meanders near stream corridor with one proposed stream crossing
- Multiple opportunities to engage trail users with scenic views and the sights & sounds of wildlife

Potential Challenges

- Trail located primarily in floodway

Estimate of Probable Construction Cost

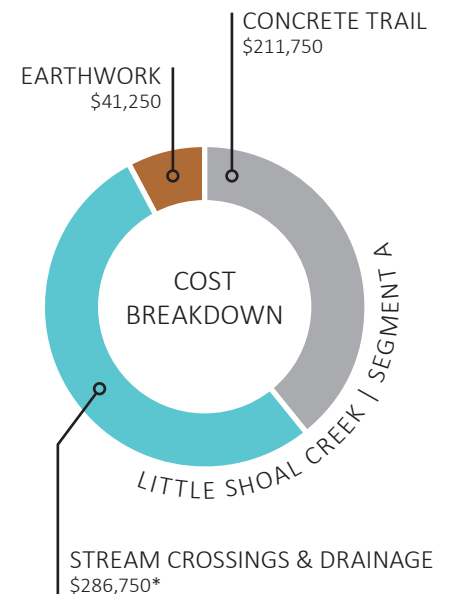
- \$539,750

Contingency Cost (15%)

- \$37,950

Estimate of Design, Engineering & Administration Cost

- \$80,963



ESTIMATED TOTAL COST
\$658,663

*Stream crossings & drainage estimate includes separate 25% contingency



< Plenty of shade along the proposed alignment.



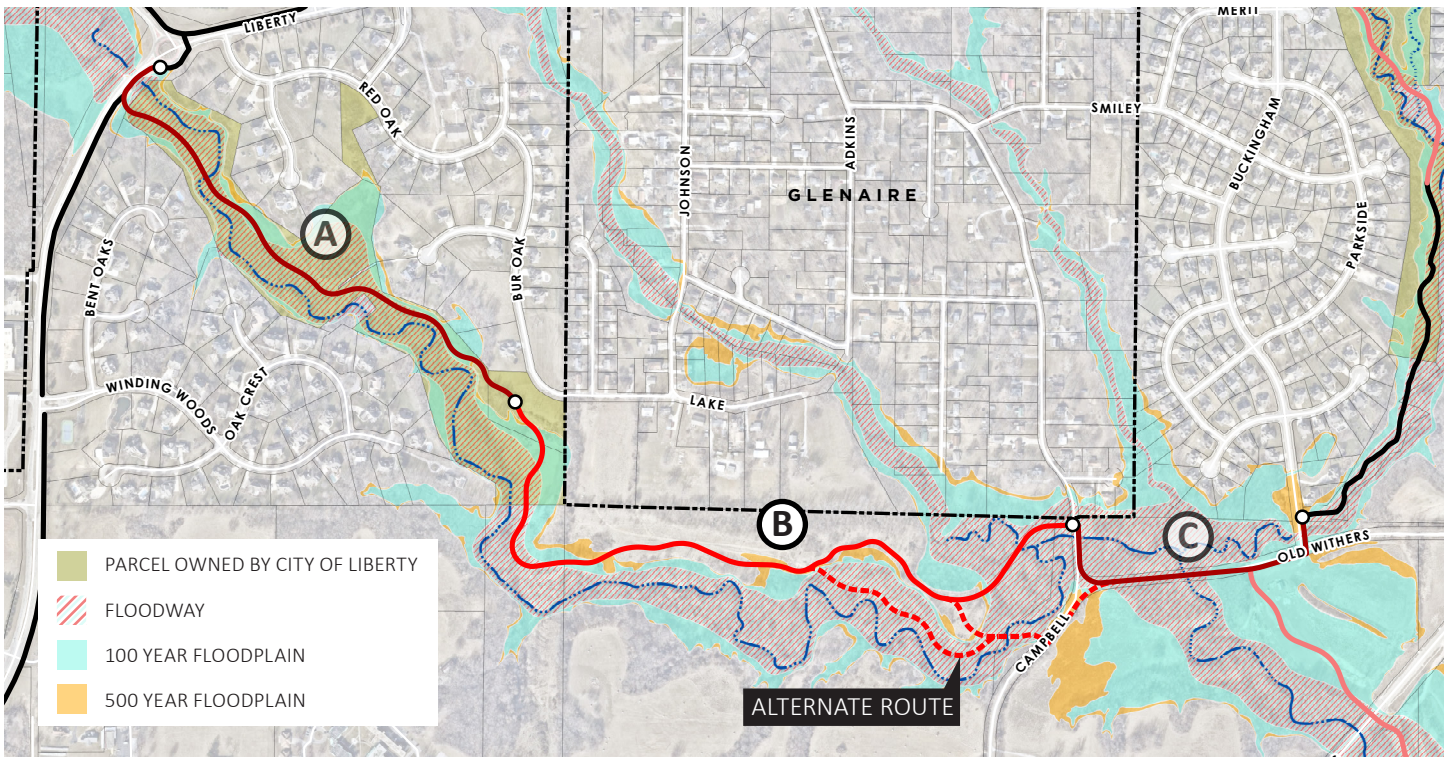
« The utility corridor adjacent to the proposed trail alignment.



< Another view of the existing utility corridor.



< Looking north along Campbell Drive where the proposed trail will continue to the east.



See Appendix B for preliminary plan & profile information.

Location and Extents

- 3,965 feet or 0.75 miles long
- Southwest corner of Glenaire City Limits to Campbell Drive
- Generally follows Little Shoal Creek
- Maximum grade: 8.20%
- Distance at maximum grade: 170 Ft

Significance

- Provides access from southwest corner of Glenaire to Campbell Drive
- Links to Bent Oaks and Whitehall neighborhoods and City of Glenaire
- Links residential areas within Liberty and connects to other proposed and existing trails
- Easy access from S Liberty Parkway along Campbell Drive

Corridor Experience

- Predominately open prairie landscape character with few shaded areas
- Meanders near stream corridor with one proposed stream crossing
- Expansive areas of tallgrass prairie offer opportunities for birdwatching and other wildlife observation.

Potential Challenges

- Some areas of trail located in floodway

Estimate of Probable Construction Cost

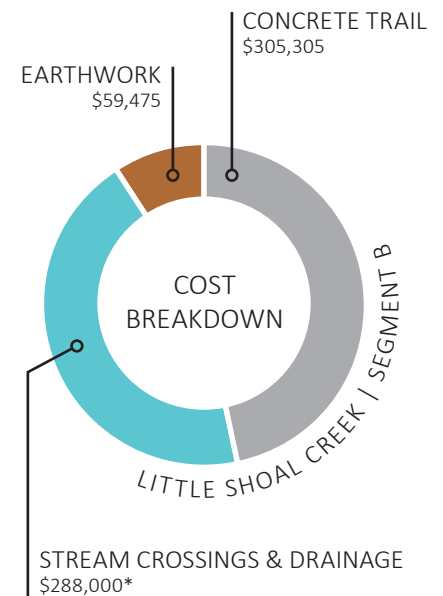
- \$652,780

Contingency Cost (15%)

- \$54,717

Estimate of Design, Engineering & Administration Cost

- \$97,917

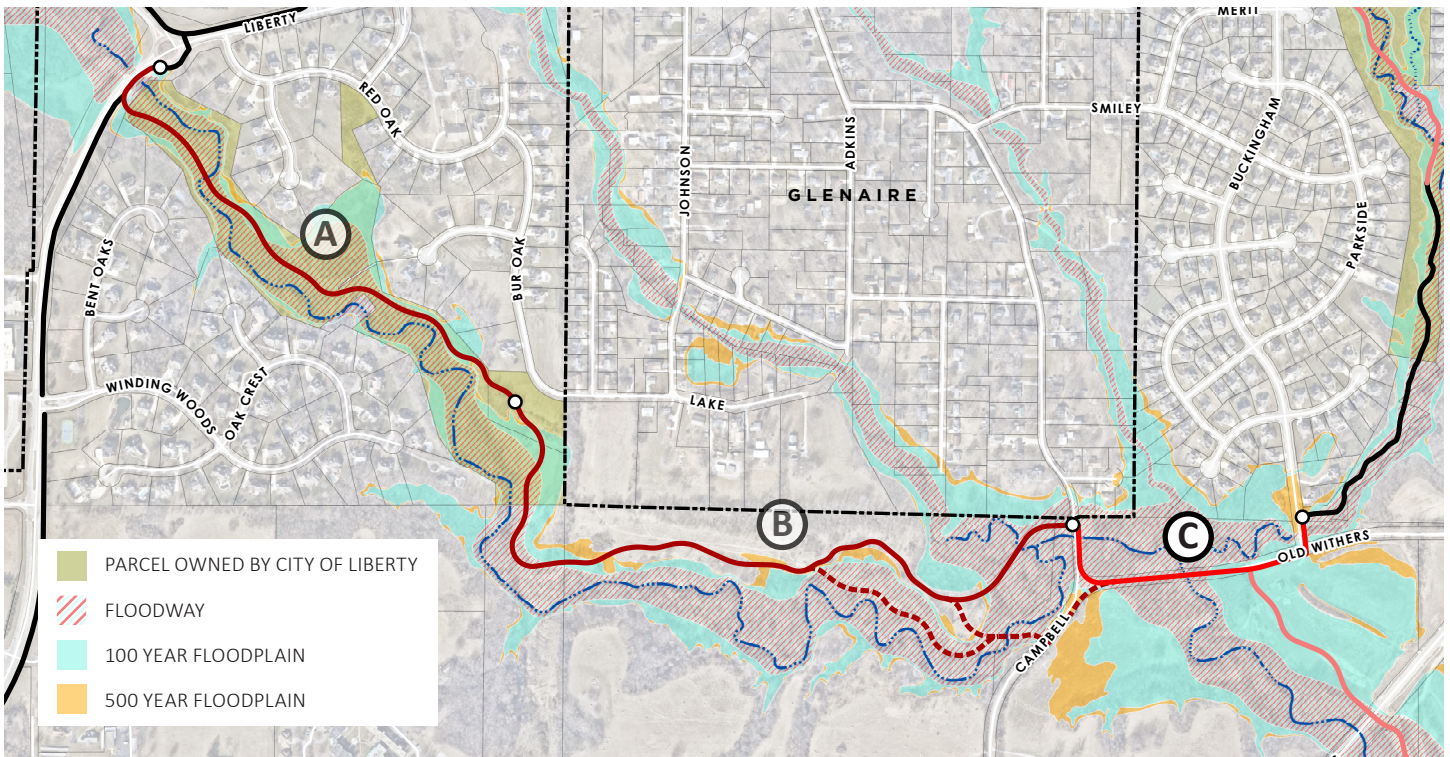


ESTIMATED TOTAL COST
\$805,414

*Stream crossings & drainage estimate includes separate 25% contingency



< *The right-of-way from an abandoned section of Old Withers Road is a clear choice for the proposed trail alignment.*



See Appendix B for preliminary plan & profile information.

Location and Extents

- 1,379 feet or 0.26 miles long
- Campbell Drive to Buckingham Drive
- Follows former and existing right of way along Old Withers Road
- Maximum grade: 8.11%
- Distance at maximum grade: 92 Ft

Significance

- Links to Liberty Community Center, Liberty Middle School, and City of Glenaire
- Links residential areas within Liberty and connects to other proposed and existing trails
- Easy access from S Liberty Parkway and S Withers Road

Corridor Experience

- Tree-lined corridor provides a fair amount of shade

- Riparian character with numerous mature trees
- Existing clearing from former roadway (Old Withers Rd) provides an open pathway with only one stream crossing needed east of Campbell Drive.

Potential Challenges

- Trail located primarily in floodway

Estimate of Probable Construction Cost

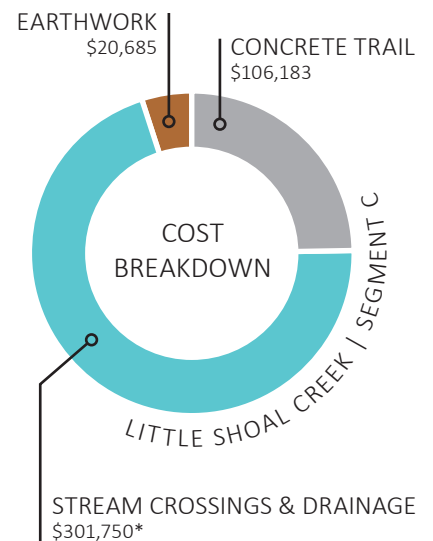
- \$428,618

Contingency Cost (15%)

- \$19,030

Estimate of Design, Engineering & Administration Cost

- \$64,293



* Cost estimate excludes construction cost of a separate crossing (pedestrian bridge) adjacent to Campbell Drive bridge. Construction costs may vary depending on timing of proposed improvements to existing Campbell Drive bridge.



ESTIMATED TOTAL COST
\$511,941

*Stream crossings & drainage estimate includes separate 25% contingency



< A characteristic clearing along the proposed Little Shoal Creek South trail alignment.



< Disturbance around the existing S Withers Rd overpass related to recent sewer improvements.



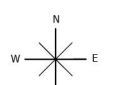
< The proposed railroad underpass location; clearance is approximately 8'-6".



**Connection between
Canterbury Park &
Homestead Trail**

- Trails
- Canterbury Trail Connection

**DRAFT: FOR
INFORMATIONAL
PURPOSES ONLY.
NOT SURVEY
ACCURATE**





**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-12

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance authorizing payment of a project invoice in the amount of \$33,900.00 to the Mid-America Regional Council as part of the MARC Transportation Program Local Match Policy and Strategy Associated with the \$3,390,000.00 of awarded Federal Funds in 2025

Summary:

- The City applied for Federal Funding in 2024 through three distinct grant funding programs.
 - Surface Transportation Block Grant Program (STBG) — Awarded \$1,800,000 for Richfield Bridge.
 - Congestion Mitigation and Air Quality Improvement Program (CMAQ) — Awarded \$640,000 for South Liberty Parkway signal interconnection.
 - Carbon Reduction Program (CRP) — Awarded \$950,000 for the Little Shoal Creek Trail development.
- The City's applications for funding were awarded.
- As part of the award, the City is required to provide a 1% match to the Mid-America Regional Council (MARC).
- The City's local match for the \$3,390,000.00 federal funding is \$33,900.00.

Background:

In 2024, the City of Liberty applied for funding through three distinct Federal grant programs which are locally applied for through the Mid-America Regional Council (MARC). These programs and the projects applied for are as follows:

- Construction Funding for Richfield Road Bridge Replacement — Surface Transportation Block Grant Program (STBG)
- Construction of Traffic Signal Interconnectivity along South Liberty Parkway — Congestion Mitigation and Air Quality Improvement Program (CMAQ)
- Construction of the Little Shoal Creek Trail — Carbon Reduction Program (CRP)

The City's applications were successful with a total of \$3,390,000.00 being awarded as broken out below:

- Richfield Road Bridge Replacement — STBG — \$1,800,000.00
- South Liberty Parkway Traffic Signal Interconnect — CMAQ — \$640,000.00
- Little Shoal Creek Trail - CRP - \$950,000.00

At this time, 1.0% (\$33,900.00) of the awarded dollar amount is required to be paid to MARC as is the typical agreement for any federal funding awarded through a MARC process. Staff recommends approving a payment of a project invoice in the amount of \$33,900.00 to the Mid-America Regional Council (MARC) for federal grant funding of the following projects:

- Richfield Road Bridge Replacement — STBG — \$1,800,000.00
- South Liberty Parkway Traffic Signal Interconnect — CMAQ — \$640,000.00
- Little Shoal Creek Trail - CRP - \$950,000.00

Previous Action (if applicable):

NA

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Approval at February 2026 Meeting
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 353.70011.403.000000	Amount: \$9,500.00
	Line Item: 352-57035-201-000000	Amount: \$18,000.00
	Line Item: 352-57034-201-000000	Amount: \$6,400.00
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2026-012 Approve Payment to MARC Fed Grants - ORD
2. Grant Invoice
3. Liberty Debarment and Suspension Form_executed (1)

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING PAYMENT OF A PROJECT INVOICE IN THE AMOUNT OF \$33,900.00 TO THE MID-AMERICA REGIONAL COUNCIL AS PART OF THE MARC TRANSPORTATION PROGRAM LOCAL MATCH POLICY AND STRATEGY ASSOCIATED WITH THE \$3,390,000.00 OF AWARDED FEDERAL FUNDS IN 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 Payment of an invoice to the Mid-America Regional Council in the amount of THIRTY-THREE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$33,900.00) pertaining to the award of federal funds for the Surface Transportation Block Grant Program, Congestion Mitigation and Air Quality Improvement Program and Carbon Reduction Program in fiscal year 2025. A copy of said invoice being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby approves said agreement.

SECTION III

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor of the City of Liberty to execute said agreement on behalf of the City.

SECTION IV

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

PASSED by the City Council this _____ day of _____, 2026.

MAYOR, Greg Canuteson

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2026.

MAYOR, Greg Canuteson

600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

816-474-4240
816-421-7758 FAX
marcinfo@marc.org
www.marc.org



August 5, 2025

Curt Wenson
City Administrator
City of Liberty, Missouri
101 East Kansas Street
Liberty, MO 64068

Dear Mr. Wenson:

Congratulations on your awards of federal transportation funds through the regional planning and investment programs coordinated by the Mid-America Regional Council. We look forward to working with you to implement the following projects awarded in 2024:

Project Name	Source	Amount
Richfield Road Bridge Replacement	STBG-Missouri	\$1,800,000
South Liberty Parkway Traffic Signal Interconnect	CMAQ-Missouri	\$640,000
Little Shoal Creek Trail	CRP-Missouri	\$950,000
Total Funding		\$3,390,000

As you know, in 2020 the MARC Board of Directors approved an update to the MARC Transportation Program Local Match Policy and Strategy that increased the project fee that provides a portion of the non-federal funds required to match federal funds that support regional transportation planning and investment programs. This project fee is 1.0% of the federal transportation funds awarded through MARC's committee process. Applying this fee to the project above results in an amount of \$33,900 that will be due to MARC in 2025, as reflected in the attached invoice. Your prompt attention to and payment of this invoice would be greatly appreciated.

If you have any questions regarding this letter and invoice, please contact me at rona@marc.org at (816) 701-8327.

Thank you for your continued support of the region's transportation planning efforts.

Sincerely,

Ronald B. Achelpohl, PE
Director of Transportation & Environment

Cc: Sherri McIntyre

Attachment

Chair
Janeé Hanzlick
Commissioner
Johnson County,
Kansas

1st Vice Chair
Beto Lopez
Mayor Pro Tem
Lee's Summit,
Missouri

2nd Vice Chair
Damien Boley
Mayor
Smithville,
Missouri

Treasurer
Holly Grummert
Councilmember
Overland Park,
Kansas

Secretary
Dr. Bridget McCandless
Councilmember
Independence,
Missouri

Executive Director
David A. Warm



Remit To:
 600 Broadway Suite 200
 Kansas City, MO 64105-1659
 Phone: (816) 474-4240
 Fax: (816) 421-7758

Invoice	D-I-0005759
Date	7/23/2025
Grant No.	12500
Page	1

Bill To:

City of Liberty 101 E. Kansas Liberty MO 64068

Return one copy with payment.

Purchase Order No.	Customer ID	MARC Contact	Payment Terms	Master No.
	LIBERTLOCALDUES		Due on Receipt	25,123
Item Number	Description	Ext. Price		
12500	Transportation Project Fees	\$35,325.00		
12500	Transportation Project Fees already paid with PSP local match	(\$1,425.00)		
		Subtotal	\$33,900.00	
		Misc	\$0.00	
		Total	\$33,900.00	

Appendix C: Debarment and Suspension

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The respondent to this RFP certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Carol Gonzales, Director of Finance and Administration

Typed Name & Title of Authorized Representative

Carol Gonzales

Signature of Authorized Representative

02-03-2026

Date



**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-35

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: Ordinance approving a guaranteed pricing agreement with KOHL Wholesale for FY2026 concession food and supplies in an amount not to exceed \$70,000.00

Summary:

- During scheduled events, the Parks and Recreation Department operates two concession stands within the Capitol Federal Sports Complex.
- An independent contractor is engaged to deliver concession food and supplies to the Sports Complex concession stands.
- The Sports Complex operating budget includes funding for this set of services in the amount of \$70,000.00. This pricing is based on past participation levels as well as the increased use of the Sports Complex with the installation of turf. This amount may fluctuate pending the increase or decrease of past years' participation levels.
- All concession food purchased is resold for a profit. The revenue from the concessions is included in the 2026 Sports Complex budget.
- Kohl Wholesale has served as the concession vendor at the Sports Complex since the 2017 season and is in good standing with the department.
- This agreement is year two (2026) of the potential three, one-year agreements.

Background:

The Parks and Recreation Department operates two concession stands during programs and events held at the Sports Complex. Independent contractors are engaged to deliver concession food, beverages, and supplies to the Sports Complex concession stands. Because the services requested are specialized, services are divided into two separate groups (concession food and supplies; beverages).

Services covered by this contract include all concession food and supplies that will be resold in FY 2026. The Sports Complex operating budget includes funding for all food and beverage in the amount of \$120,000, of which \$70,000 is planned for food and supplies.

Staff solicited proposals from four area food delivery vendors (Sysco, KOHL, Graves, and EVCO) as well as publicly advertised food and supplies delivery services. One sealed proposal was received. A "basket of goods" analysis was used to compare unit pricing between the two to ensure competitive pricing. It is important to note that the "basket of goods" analysis does not include an exhaustive list of all products purchased but focuses on the primary products purchased each year. For this analysis, staff used FY 2024 numbers of cases/units purchased as well as volume based on event usage to

project the FY 2025-2026 annual costs bid.

Staff recommends engaging in a guaranteed pricing contract with Kohl Wholesale for food products in 2026. This agreement is year two (2026) of the potential three (2025, 2026 and 2027), one-year agreements.

Previous Action (if applicable):

Ord No 12059 was approved by City Council on March 10, 2025 (year one of contract)

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
X Other: Park Board	Completed/Recommended: 1-9-2026

Financial Considerations:

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

Attachments:

1. ORDINANCE - Kohl Foods - 2026 JG
2. Kohl Wholesale Signed 2026 Contract

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH KOHL WHOLESALE FOR FY2026 CONCESSION FOOD AND SUPPLIES IN AN AMOUNT NOT TO EXCEED \$70,000.00

WHEREAS, this is a one-year contract, with the option of up to one additional one-year extensions for concession food and supplies for the Capitol Federal Sports Complex; and

WHEREAS, not to exceed amounts are based on historical average sales and may fluctuate pending increased or decreased sales; therefore

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 guaranteed pricing agreement by and between the City of Liberty and Kohl Wholesale, 130 Jersey, Quincy, IL 62301, in an amount not to exceed SEVENTY THOUSAND DOLLARS AND 00/100 (\$70,000.00), for FY2026 concession food and supplies, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____ (CONT.)

Approved by the Mayor this _____ day of _____, 2026.

GREG CANUTESON, MAYOR



Guaranteed Pricing Contract
2026 Concession Food and Supplies Delivery

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this **23rd day of February, 2026**, between N. Kohl Grocer Co. Inc (dba) Kohl Wholesale, an entity organized and existing under the laws of the State of Illinois, with its principal office located at 130 Jersey, Quincy, IL 62301, hereafter referred to as the Contractor, and the City of Liberty, Missouri, with its principal office located at 101 E. Kansas St., Liberty, Missouri, hereafter referred to as CITY.

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

This contract approved on February 23, 2026, and is effective as of February 23, 2026, and shall remain in effect as described within.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all products as specified in Request for Proposal **PK25-07** and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
CONTRACT TERM

The term of the agreement shall be upon approval by City Council for January 1, 2026 – December 31, 2026.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and to enter in to a guaranteed pricing contract with the City in an amount not to exceed \$70,000.00 and in accordance with the service rates proposed with the contractor's bid submission.

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

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: the Contractor will invoice the City upon the delivery of pre-ordered goods. Payment shall be made within thirty (30) days of the invoice date of invoices presented as outlined in Appendix B.

All cost for freight and delivery is the sole responsibility of the Contractor selected as the best bid and is to be included in the bid price.

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

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

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

ARTICLE V
INSURANCE REQUIREMENTS

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

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

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

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

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

ARTICLE VII
RESPONSIBILITIES

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

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

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

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

Contractor agrees to obtain and maintain during the term of this contract the necessary licenses and permits required by federal, state, county and municipal governments to

perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

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

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

FORCE MAJEURE

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

**ARTICLE VIII
TERMINATION OF AGREEMENT**

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

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

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

**ARTICLE IX
ARBITRATION**

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

ARTICLE X
ENTIRE AGREEMENT

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

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

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

(SEAL)

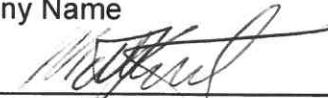
THE CITY OF LIBERTY, MISSOURI

By: _____
Mayor

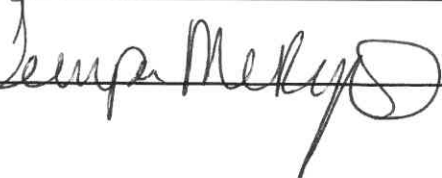
Attest: _____
Deputy City Clerk

(SEAL)

Kohl Wholesale
Company Name

By: 

Title: 

Attest: 

APPENDIX A
Scope of Work and Special Provisions

2026 Concession Food and Supplies Guaranteed Pricing

The City of Liberty is soliciting proposals to provide concession food products at a guaranteed price for delivery to one of three concession stands within the City of Liberty during scheduled events and programs.

- General provisions include the following:
 - Delivery dates will be mutually agreed upon between the Contractor and the City.
 - Items listed in Proposal Form E are not all inclusive. Additional food and supply items may be purchased during the term of the contract.

- Scope of work during concession season :
 - The City will operate up to three full-service concession facilities, seven days a week during the months of March-November.

Guaranteed Pricing Agreement:

2026 Concession Food and Supplies

Kohl Item#	Description	Brand	Pack Size	2026
023900	MUSTARD 1/5Z SQZ	HEINZ	500	25.88
023925	KETCHUP 9GM SQZ	HEINZ	1000	49.38
024192	RELISH SWEET POUCH 9GRAM	SAUER	200	14.24
024096	MAYONNAISE 9GM SQZ	P P I	200/9GM	20.25
046672	FORK MEDIUM POLY WHITE	BERKLY	1000	8.59
046671	SPOON TEA MEDIUM WHITE	BERKLY	1000	8.70
007710	LEMONADE CUP STRAWBERRY	MNMAID	12/12Z	22.47
007712	LEMONADE CUP LEMON	MNMAID	12/12Z	22.47
010642	FRUIT CUP MIXED JUICE	ORCHRD	24/4Z	15.20
007720	ICEE SQZTUBE BLUE RSPBRY	J & J	24/4Z	22.55
007721	ICEE SQUEEZE TUBE CHERRY	J & J	24/4Z	22.55
033134	CHIP DORITOS NACHO CHEESE	FRITO	64/1.75Z	42.76
008978	BUN HAMBURGER SLCD YLW 4"	ROTLA	48/2.4Z	24.16
007676	ICE CREAM SANDWICH CHOC CHIP	BUNNY	24/4.5Z	6.28
010644	FRUIT CUP TROPICAL JCE	ORCHRD	48/4Z	24.95
008981	BUN HOT DOG PLAIN 6"	OVNSTN	8/12 CT	23.75
033116	CHIP TORTILLA W/CLAMSHELL	GEHLS	30/3Z	31.61
043822	SNACK TRAY 2-CMP 5X6	BERKLY	4/125	28.56
007733	PRETZEL SOFT KING	SUPER	50/5Z	45.08
015144	SAUCE CHEESE JAL W/VALVE	GEHLS	4/8OZ	44.56
049458	GLOVE VINYL PF LARGE	COMPAN	10/100	26.72
042676	SOUFFLE CUP PP 2Z	DART	20/125	28.90
041278	NAPKIN XPRESS WHITE 2-PLY	TORK	12/500	66.53
042702	LID SOUFFLE 1.5Z/2Z/2.5Z	DART	20/125	25.25
005733	BURRITO EGG/SAUS/CHS IW	CABOS	72/2.5Z	56.94
005735	BURRITO EGG/CHEESE WG IW	CABOS	72/2.5Z	56.96
027765	C/O COFFEE GOLDEN BREW FLTR	*****	**DISC**	43.95
027771	COFFEE REST BLEND	RED DIAMOND	32/2/1.5Z	68.95
044535	FOIL WRAP HAM/CHS 10.5X14	BGCRFT	4/500	223.31
039016	CHEESE AMER 160SL	BFARMS	5#	12.92
039312	CHEESE STRING LT IW BULK	HERTGE	168/1Z	45.97
001186	BEEF PTY FLMBRL SSND	KINGS	80/3Z	89.52
001643	BEEF PTY FLAMEBROILED	KINGS	93/2.6Z	78.98

002846	CHIX BRST FIL GRILLED CKD	TYSON	40/4Z	45.50
033136	CHIP DORITOS COOL RANCH	FRITO	64/1.75Z	42.76
033150	PRETZEL RLD GLD TINY TWST	FRITO	64/2Z	42.76
061269	SAUCE CHILI BAG	GEHLS	4/140Z	60.21
019056	PEPPER JALAPENO SLICED	LOLITA	6/#10	31.77
009648	MUFFIN BLUEBERRY WILD IW	OTIS	24/4Z	26.83
009650	MUFFIN CHOCOLATE CHIP IW	OTIS	24/4Z	27.30
009649	MUFFIN BANANA NUT IW	OTIS	24/4Z	27.55
009651	MUFFIN CHOC/CHOC CHIP IW	OTIS	24/4Z	28.53
061966	MUFFIN BLUEBERRY CRUMB	OTIS	24/4Z	29.17
058209	MUFFIN CHOCOLATE CHUNK	OTIS	24/4Z	32.11
061713	S/O*3 MUFFIN LEMON POPPY	OTIS	24/4Z	30.58
005654	BURRITO EGG/SAUS/CHS/BN	FRNDOS	90/3.5Z	82.15
005683	BURRITO EGG/SAUS/POT WG	CABOS	72/2.5Z	55.41
023912	KETCHUP 33% PKT SQZ	GMTTBL	1000/9GM	24.81
023780	MUSTARD 5.5GM SQZ	WOEBER	500CT	11.32
023737	SAUCE BBQ POUCH 12GRAM	GMTTBL	200	16.97
027521	HOT COCOA MIX *RICH*	NESTLE	50CT	14.10
041978	CUP PAPER HOT WHITE 8Z	SOLO	20/50	48.91
041812	SOLO LID TRAVELER BLK CAPP	SOLO	10/100CT	51.17
034762	CREAMER NON-DAIRY PKT 2GM	HLDMKT	2000	36.99
035650	SUGAR PACKETS 1/10Z	DOMINO	2000	15.96
035689	SUGAR SUB BLUE 1GM	EQUAL	2000	24.18
035700	SUGAR SUB PINK SWTLOW 1GM	SWTLOW	2000	21.02
044544	BAG PRINT FOIL HOT DOG	BGCRFT	1000	109.48
046852	PLATE PAPER WHT COAT 9"	AJM	10/100	44.15
041293	NAPKIN XPRESS WHITE 1PLY	TORK	12/500	61.57
043170	STRAW STIRRER 5.25"	PACKER	10/1000	18.92
043130	STRAW JUMBO TRNS IW 7.75"	PACLNK	24/500	86.84
040487	BAG GAL ZIP 10.5X11	INTPLS	250	17.91
046673	KNIFE POLY WHITE MEDIUM	BERKLY	1000	9.11
008555	MALT CUP CHOCO CHILLER	CCREST	12/9Z	11.98
007673	ICE CRM SNDWCH BIG BOPR	BUNNY	12/6Z	25.84
007772	POPSICLE BOMB POP JR ORIG	BUNNY	72/1.75Z	21.80
D#782355	AIRHEADS ASSORTED FLAVORS	AIRHDS	18/8CT	8.00
034594	GRANOLA BAR SMORES LF	QUAKER	12/8CT	40.32
034604	GRANOLABAR CHOC CHIP CHWY	QUAKER	12/8CT	40.32
034600	GRANOLA BAR PB CHOC CHIP	QUAKER	12/8CT	40.32
086465	CANDY BAR KIT KAT	HERSHY	36/1	44.47
086670	CANDY M&M'S PNT	MARS	48/1	55.26
086674	CANDY M&M'S PEANUT BUTTER	MARS	24/1	28.65

086675	CANDY M&M'S PLAIN	MARS	36/1	41.95
086825	PEANUT SALTED	PLNTRS	24/1Z	6.95
086605	CANDY PEANUT BUTTER CUP	REESES	36/1	44.47
086610	CANDY REESES PIECES	REESES	18/1	22.99
086649	SKITTLES WILDBERRY	WRIGLY	36/1	41.95
086648	SKITTLES TROPICAL	WRIGLY	36/1	41.95
086646	SKITTLES ORIGINAL	WRIGLY	36/1	41.95
086647	SKITTLES SOURS	WRIGLY	24/1	28.65
086810	SLIM JIM ORIGINAL GIANT	SLMJIM	24CT	27.71
086510	CANDY BAR SNICKERS	MARS	48/1	55.26
086520	CANDY BAR TWIX CARAMEL	MARS	36/1	41.95
030258	TRAIL MIX FRUIT & NUT	PLNTRS	72/2Z	58.87
038960	YOGURT STRAWBERRY BANANA	YOPLAT	48/4Z	24.95
055490	S/O*2 FRUIT CUP FRT MEDLY	UNITED	48/2Z	52.30
055491	S/O*2 FRUIT CUP GRAPE DUO	UNITED	48/2Z	37.90
055492	S/O*2 FRUIT CUP HONEYDEW	UNITED	48/2Z	24.73
055493	S/O*2 FRUIT CUP MANGO	UNITED	48/2Z	30.85
055494	S/O*2 FRUIT CUP MELON/GRP	UNITED	48/2Z	25.60
055495	S/O*2 FRUIT CUP MELN TRIO	UNITED	48/2Z	45.80
055496	S/O*3 FRUIT CUP PINEAPPLE	UNITED	48/2Z	24.25
055497	S/O*2 FRUIT CUP CANTALOPE	UNITED	48/2Z	25.12
055498	S/O*2 FRUIT CUP WATERMELN	UNITED	48/2Z	32.80
055499	S/O*2 FRUIT CUP STRWBRY	UNITED	48/2Z	30.60
001196	UNCRUSTABLE STRAWBERRY WG	SMUCKR	72/2.6Z	62.82
001201	UNCRUSTABLE GRAPE WG	SMUCKR	72/2.6Z	60.66
010112	APPLESAUCE CHRY XTRAORD	NATLFD	96/4.5Z	Discontinued
010076	APPLESAUCE WATERMELON CUP	NATLFD	96/4.5Z	Discontinued
010074	APPLESAUCE MANGO/PEACH	NATLFD	96/4.5Z	31.65
010067	APPLESAUCE STRAWBERRY CUP	NATLFD	96/4.5Z	31.65
010075	APPLESAUCE STRWBRY/BAN	NATLFD	96/4.5Z	31.65
010044	APPLESAUCE MIXED BERRY	NATLFD	96/4.5Z	Discontinued
010072	APPLESAUCE CHERRY	NATLFD	96/4.5Z	31.65
010069	APPLESAUCE UNSWTND	NATLFD	96/4.5Z	31.65
010077	APPLESAUCE BLUE RASPBERRY	NATLFD	96/4.5Z	Discontinued
010066	APPLESAUCE CINNAMON CUP	NATLFD	96/4.5Z	31.65
010648	FRUIT CUP PEACH DICED USA	ORCHRD	24/4Z	15.35
010650	FRUIT CUP PEAR DCD USA	ORCHRD	24/4Z	15.35
010646	FRUIT CUP MAND ORNG JCE	ORCHRD	48/4Z	31.55
010652	FRUIT CUP PINAPL TB JCE	ORCHRD	48/4Z	27.18
008781	ROLL CINNAMON ICED	DAVIDS	24/6Z	32.47
001704	BEEF PTY FLMBRL	ADVNC	90/3Z	111.09

008821	BUN HMBRGR SESAME SLCD 4"	EUROBK	96/2.2Z	34.95
008976	BUN HOT DOG *RETAIL* 5"	GONELA	8/8/1.5Z	19.5
009460	BREAKFAST DONUT CLUSTER	SKYBLU	72/2.75Z	44.95
018988	PEPPER JALAPENO SLCD	LOLITA	4/1 GAL	24.95
033138	CHIP LAYS ORIGINAL	FRITO	64/1.5Z	42.76
046880	PLATE FIBER 1 COMP 9"	DART	4/125	61.99
066732	PICKLE GONE DILLY	OHSNAP	12	13.99
067344	S/O*3 APPLESAUCE UNSWT	MOTTS	48/3.2Z	34.9
088493	HOT DOG BEEF 5/1	SMTH/G	10#	41.95

Days Delivery will be:

Wednesday

CITY OF LIBERTY, MISSOURI

Appendix B

Standard Terms and Conditions

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

A. *Procedures*

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

B. *Contract Award*

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

C. *Insurance*

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

1. Comprehensive General Liability:

- Minimum Limits - \$2,000,000 per occurrence and \$2,000,000 aggregate

2. Comprehensive Automobile Liability:

- Minimum \$2,000,000 combine single limit for bodily injury and property damage per occurrence

3. Workers' Compensation:

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

4. Employers' Liability:

- \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit

D. Hold Harmless Clause

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

E. Exemption from Taxes

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

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

G. Invoicing and Payment

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

H. Cancellation

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

I. Contractual Disputes

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

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

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

J. Severability

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

K. Applicable Laws

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

L. Drug/Crime Free Work Place

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

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

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

M. No Escalation of Fees

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

N. Permits

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64069.

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

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

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance amending Ordinance No. 11862 approving Amendment No. 1 with Veenstra & Kimm, Inc. by increasing the contract amount by \$38,930.00 from \$99,985.00 to \$138,915.00

Summary:

- Ordinance approving a contract amendment between the City of Liberty and Veenstra & Kimm for the design replacement of the Marilynn Ave. Bridge.
- The amendment resulted in a net increase to the contract of \$38,930.00, resulting in a new contract total of \$138,915.00.
 - The amendment increases the contract amount by \$38,930.00 to account for the additional Permitting and Public Engagement Requirements associated with moving towards construction.

Background:

City of Liberty project 23-018 was approved by the City Council on December 18, 2023, through Ordinance No. 11862. The project included looking at both the Marilynn Avenue and Sherrill Avenue bridges with the intent of designing a replacement for the Marilynn Ave. bridge and recommendations for Sherrill Ave. bridge.

The Marilynn Ave. bridge crosses Cates Branch creek in the South Country Club subdivision approximately 0.25 miles west of Southview Drive:

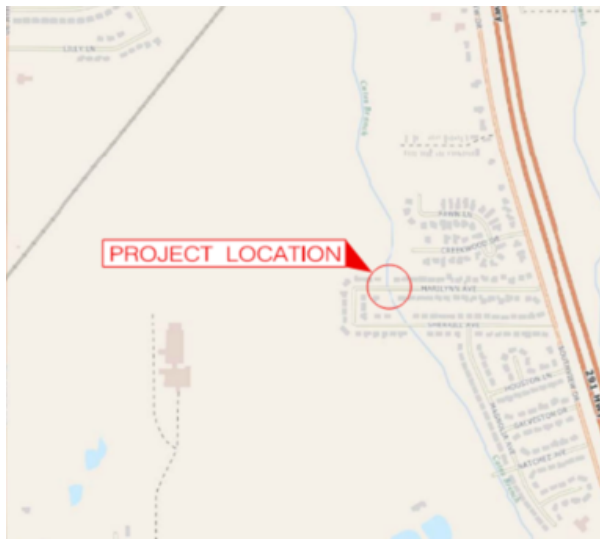


Image 1 — Project Location

Since that time, Veenstra & Kimm has developed ROW-level plans for the City and the

City is looking to begin the permit application process for environmental, flood plain and cultural clearances required prior to construction. This report requests the council to amend the original design contract with Veenstra & Kimm by accepting Amendment No. 1, which increases the contract by \$38,930.00 from \$99,995 to \$138,915.00 and includes:

- Project Management;
- Flood Plain, Environmental and Cultural Tasks required prior to bidding for construction
- Public Outreach Activities anticipated prior to bidding for construction
- Construction Bidding Services, such as response to bidder inquiries and resulting amendments and subsequent review of construction submittals after award.

All of these activities are outlined in the attached Amendment document and deemed necessary for the completion of the project and preparation for bidding. It should be noted that the amendment does not include bidding or construction phase services. The project is planned to go to bid in 2026 and construction in 2027.

Staff recommends approval of an Ordinance amending Ordinance No. 11862, thereby increasing the contract between the City of Liberty and Veenstra & Kimm by \$38,930.00 from \$99,985.00 to \$138,915.00.

Previous Action (if applicable):

- The Citizen Sales Tax Oversight Committee reviewed the project at the January 2024 meeting and determined it meets voter intent.
- The Liberty City Council approved a design contract with Veenstra & Kimm at the December 18, 2023 meeting. (Ordinance No. 11862).

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: 01/2024
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 352-57035-201-000000	Amount:\$138,915.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. 2026-038 Amend No. 1 Contract Veenstra & Kimm_Marilynn - ORD

2. Marilyn Ave. Amendment No. 1 Signed

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 11862 APPROVING AMENDMENT NO. 1 WITH VEENSTRA & KIMM, INC. BY INCREASING THE CONTRACT AMOUNT BY \$38,930.00 FROM \$99,985.00 TO \$138,915.00

WHEREAS, an agreement for design services with Veenstra & Kimm, Inc was approved by Ordinance No. 11862 on December 18, 2023 with a not to exceed amount of \$99,985.00;

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 amends Ordinance No. 11862 approving a contract by and between the City of Liberty and Veenstra & Kimm, Inc. for the Marilyn Ave. Bridge Design Project. The amendment increases the contract amount by THIRTY-EIGHT THOUSAND NINE HUNDRED THIRTY AND 00/100 DOLLARS (\$38,930.00) from NINETY-NINE THOUSAND NINE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS (\$99,985.00) to a not to exceed amount of ONE HUNDRED THIRTY-EIGHT THOUSAND NINE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$138,915.00). A copy of said amendment being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign Amendment No. 1 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 _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2026.

GREG CANUTESON, MAYOR

AMENDMENT NO. 1
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN
VEENSTRA & KIMM, INC.
AND
CITY OF LIBERTY, MISSOURI
PROJECT #23-018

This Contract amendment is made by and between Veenstra & Kimm, Inc. and the Mayor, City Council and the Citizens of the City of Liberty, Missouri, a municipal corporation this _____ day of _____, 2026.

Whereas, it is the mutual desire of the parties hereto to amend the CONTRACT for PROFESSIONAL ENGINEERING SERVICES entered into on the 18th day of December, 2023; it is hereby agreed that the Existing CONTRACT be amended as follows:

1. Accept Attachment A "Scope of Work - Amendment No. 1".
2. Accept Attachment B, "Estimate of Hours and Costs Marilyn Avenue Bridge - Amendment No. 1"

The above two attachments revise the original scope of work and increase the contract fee by \$ \$38,930.00 from \$99,985.00 to \$ \$138,915.00.

This amendment will be deemed a part of, and be subject to, all terms and conditions of the Existing Agreement. Except as modified above, the Existing CONTRACT will remain in full force and effect.

Veenstra & Kimm, Inc.

CITY OF LIBERTY, MISSOURI

By: 

By: _____
Greg Canuteson, Mayor

END AMENDMENT NO.1

ATTACHMENT B

ESTIMATE OF HOURS AND COSTS
 MARILYNN AVENUE BRIDGE NO. 2475002 - DESIGN SERVICES
 AMENDMENT NO. 1
 LIBERTY, MISSOURI

ADDITIONAL DESIGN PHASE SERVICES		Engr II-A	Engr III-C	Engr V	Engr X	Tech III	Survey I	Clerical
1	Project Management	4	4	0	0	0	0	0
2	Preparation of Army Corps Permit Application	2	2	6	0	0	0	1
3	Coordination with Army Corps	2	4	0	0	0	0	0
4	Preparation of Floodplain Development Permit	1	2	2	0	0	0	1
5	Preparation of "No Rise" Certification	1	1	2	0	0	0	0
6	Endangered Species Review	1	0	2	0	0	0	0
7	Cultural Resources Review	1	0	2	0	0	0	0
8	Coordination with City of Liberty	0	4	0	0	0	0	0
9	Preparation of Public Meeting Exhibits	1	2	2	0	4	0	0
10	Attendance at Public Meeting	3	3	0	0	0	0	0
11	Preparation of Final As-Built Drawings	2	2	4	4	8	4	0
12	SNBI Documentation Preparation and Submittal	4	4	2	0	2	0	2
BIDDING PHASE SERVICES								
1	Review and Respond to Request for Information (Assume 4)	8	8	4	0	2	0	4
2	Preparation of necessary Addendums (Assume 2)	4	4	2	0	2	0	2
CONSTRUCTION PHASE SERVICES								
1	Review and Provide Guidance on Change Orders (Assume 3)	6	6	6	6	0	0	3
2	Review of Construction Submittals	6	6	12	12	0	0	6
TOTAL ESTIMATED HOURS		46	52	46	22	18	4	19

DESIGN PHASE SERVICES

Labor Costs			
Engineer II-A	46 Hours @	\$69.00	= \$3,174
Engineer III-C	52 Hours @	\$64.50	= 3,354
Engineer V	46 Hours @	\$59.00	= 2,714
Engineer X	22 Hours @	\$39.50	= 869
Technician III	18 Hours @	\$49.50	= 891
Survey I	4 Hours @	\$68.00	= 272
Clerical	19 Hours @	\$34.00	= 646
	<u>207</u>		

TOTAL LABOR COSTS \$11,920

OVERHEAD COSTS - 122.96% 14,657

EXPENSES

Asbestos & Lead Paint Inspections	=	3,500
Phase I Cultural Resources Investigations (IF DETERMINED NECESSARY)	=	3,500
Title Commitments (4 Parcels & 300 per)	=	1,200
Motel & Subsistence	=	0
Printing & Reproduction	=	148
Mileage - 25 miles @ \$0.725	=	<u>18</u>

TOTAL ESTIMATED EXPENSES		<u>8,366</u>
TOTAL ESTIMATED COST		<u>34,943</u>
FIXED FEE 15%	x 26,577	<u>3,987</u>
ESTIMATED AMOUNT PAYABLE		\$38,930

Marilynn Ave. Bridge Design (23-018)
Amendment No. 1 – Consideration of Permitting and Public Engagement

SCOPE OF WORK

The design professional (Veenstra & Kimm hereafter referred to as the “DESIGNER”) shall complete all tasks for the Project as defined below:

- **Project Management**
 - Additional project management incorporated within this amendment shall include monthly invoices, creation and maintenance of project schedule and general coordination efforts between Veenstra & Kimm, the City of Liberty MO and other interested parties.
- **Surveying**
 - No additional services beyond those defined within the Base Contract, as executed December 18, 2023, are anticipated or included as part of this amendment.
- **Geotechnical Services**
 - No additional services beyond those defined within the Base Contract, as executed December 18, 2023, are anticipated or included as part of this amendment.
- **Bridge Design**
 - No additional services beyond those defined within the Base Contract, as executed December 18, 2023, are anticipated or included as part of this amendment.
- **Roadway Design**
 - No additional services beyond those defined within the Base Contract, as executed December 18, 2023, are anticipated or included as part of this amendment.
- **Environmental/Permitting Tasks**
 - The DESIGNER shall perform all work necessary to gain full Floodplain, Environmental, Cultural, Endangered Species permit/clearances/approvals for the project through and in conformity with the necessary agencies with permitting authority.
- **Public Outreach Activities**
 - The DESIGNER shall provide support for/at Public Meetings held in relation to this project. Assumption is for support and attendance at (1) Public meeting.
- **Bid Phase**
 - Review and respond to (4) Request for Information and assistance with Preparation of Necessary (2) Addendums.
- **Construction Submittals**
 - Review and provide guidance on (3) Change Orders and completion of review of Construction Submittals.
- **Services Not Included in Amendment No. 1**
 - **Construction Inspection Services**
 - Not included but may be included through future amendments.
 - **Material Testing Services**
 - Not included but may be included through future amendments.
 - **ROW Appraisal Services**
 - Not included but may be included through future amendments.
 - **ROW Negotiations**
 - Not included but may be included through future amendments.
- **Period of Performance**
 - The period of performance for the project is as defined below:

- All work completed from base contract and Amendment No. 1 to allow Owner to advertise and solicit bids – On or before July 1, 2026.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-56

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: Ordinance approving a guaranteed pricing agreement with Stratus Building Solutions for FY2026 third-shift contractual custodial services at the Liberty Community Center for an amount not to exceed \$54,180.00

Summary:

- The Liberty Community Center began utilizing third-shift contractual custodial services in March 2013 for the locker rooms and fitness center, then expanding to include high-profile areas in 2015.
- Third-shift custodial services provide an opportunity for a thorough cleaning of the high-profile, high-traffic areas of the facility during the overnight hours when guests aren't utilizing the facility.
- A contract with current vendor Stratus Building Solutions was approved in January 2022 and the City has received satisfactory results in 2022, 2023, 2024 and 2025.
- Staff recommends the approval of a one-year contract with Stratus Building Solutions in the amount of \$54,180.00.
- This would be year two (2026) of the potential three, one-year agreements with Stratus Building Solutions.

Background:

In March 2013, the Liberty Community Center began utilizing third shift contractual custodial services for a deeper cleaning of the locker rooms and fitness center Monday through Friday. In addition to a deeper clean, third shift custodial also prevents interruption of service for Liberty Community Center guests. In March 2015, third shift contractual custodial was expanded to seven days per week in the high-profile and high-traffic areas of the facility to further enhance the guest experience. Stratus Building Solutions has provided third shift contractual custodial assistance for the Liberty Community Center since March 2022. The original three-year agreement was for \$44,184.00 annually. Stratus Building Solutions requested increases for years 2 and 3 of the original contract, citing increasing costs for supplies, labor and equipment. The original three-year contract expired in February 2025 with a final year pricing agreement of \$52,488.00.

In October 2024, a legal ad was placed and bids were solicited from sixteen area cleaning companies. Four companies toured the facility (Hi Gene's, City-Wide Maintenance, Stratus Building Solutions, Jani-King) and proposals were received from five vendors.

Vendor	Submittal
--------	-----------

Stratus Building Solutions	\$54,180.00
MC Janitorial LLC	\$54,600.00
City-Wide Maintenance Company	\$61,360.00
Hi-Genes Janitorial	\$74,265.00
Jani-King	\$81,152.00

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

Stratus Building Solutions provided satisfactory results and has not requested an increase in the pricing agreement for year two (2026) of the contract.

Staff recommends approval of an ordinance for a contract with Stratus Building Solutions to provide third-shift custodial services at the Liberty Community Center for an amount not to exceed \$54,180.00. This will be year two (2026) of the potential three, one-year agreements.

Previous Action (if applicable):

Ord. No. 12049 was approved by City Council on February 10, 2025 (year one of contract)

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
X Other: Park Board	Completed/Recommended: 1-8-2026

Financial Considerations:

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

Attachments:

1. Ordinance - 3rd Shift Contractual Custodial Services 2026
2. VENDOR SIGNED - 2026 Contract - Stratus Building Solutions - Third Shift Contractual Custodial

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH STRATUS BUILDING SOLUTIONS FOR FY 2026 THIRD SHIFT CONTRACTUAL CUSTODIAL SERVICES AT THE LIBERTY COMMUNITY CENTER FOR AN AMOUNT NOT TO EXCEED \$54,180.00

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

SECTION I

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

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2026.

GREG CANUTESON, MAYOR



CONTRACT FOR SERVICES

GUARANTEED PRICING AGREEMENT WITH STRATUS BUILDING SOLUTIONS FOR FY 2026 LIBERTY COMMUNITY CENTER THIRD SHIFT CUSTODIAL SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 9th day of February, 2026, between Stratus Building Solutions, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 8735 Rosehill Road, Suite 250, Lenexa, KS 66215, hereafter referred to as the **Contractor**, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the **City**.

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

This contract approved on **February 9, 2026** and is effective as of **March 1, 2026** and shall remain in effect as described within.

ARTICLE I THE WORK

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

ARTICLE II CONTRACT TERM

This agreement is for services to be performed March 1, 2026 through February 28, 2027, and represents year two (2026) of a potential three, one-year agreements if both parties mutually consent to continue the agreement under the same terms and conditions.

ARTICLE III CONTRACT SUM AND PAYMENT

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

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

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work outlined in Appendix A on a monthly basis. Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B of PK26-03.

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract. The work as specified in Appendix A may commence on March 1, 2026 upon the signing of this contract and scheduling and approval of the City.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with

the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

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

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

FORCE MAJEURE

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

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX WARRANTY

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

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

ARTICLE X NOTICE OF CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

The Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by the contractor which

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

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

ARTICLE XI AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

ARTICLE XII INDEMNIFICATION

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

agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the General Terms and Conditions Appendix B.

ARTICLE XIII CONTRACT DOCUMENTS

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

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

ARTICLE XIV
ENTIRE AGREEMENT


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

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

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

OWNER: City of Liberty, Missouri

CONTRACTOR: Stratus Building Solutions

_____ 

By: _____

By: Luis Rojas

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:
City of Liberty, MO - Parks & Rec
Department

1600 S. Withers Rd.

Liberty, MO 64068

Address for giving notices:
8735 Roschill Rd. Ste. 250
Lenexa, KS 66215

Liberty
Business
License No.: LC-2-22-34899

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

(Spreadsheet Attached)

CITY OF LIBERTY, MISSOURI

Appendix B

Standard Terms and Conditions

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

A. *Procedures*

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

B. *Contract Award*

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

C. *Insurance*

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

1. Comprehensive General Liability:

- Minimum Limits - \$2,000,000 per occurrence and \$2,000,000 aggregate

2. Comprehensive Automobile Liability:

- Minimum \$2,000,000 combine single limit for bodily injury and property damage per occurrence

3. Workers' Compensation:

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

4. Employers' Liability:

- \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit

D. Hold Harmless Clause

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

E. Exemption from Taxes

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

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

G. Invoicing and Payment

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

H. Cancellation

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

I. Contractual Disputes

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

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

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

J. Severability

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

K. Applicable Laws

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

L. Drug/Crime Free Work Place

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

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

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

M. No Escalation of Fees

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

N. Permits

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

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

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

Appendix C

Federal Work Authorization Affidavit

STATE OF MISSOURI
COUNTY OF JOHNSON

AFFIDAVIT

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

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

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

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

BEFORE ME, the undersigned authority, personally appeared 01-07-2026, who, being duly sworn, states on his oath or affirmation as follows:

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

between Contractor and the City of Liberty: **Project PK26-03, LCC Third Shift Custodial Services.**

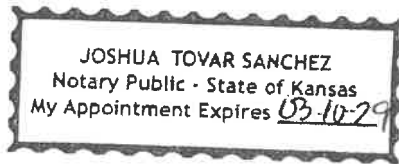
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working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

Further, Affiant saith not.

Quinn J. Lawrence
(SIGNATURE)

Annis J Lawrence
[printed name], Affiant

Subscribed and sworn to before me this 01 day of January, 2026



[Signature]
Notary Public State of ~~Missouri~~
KANSAS JTS

My Commission Expires: 03-10-29
Commissioned in Johnson County
Commission #: 122 8940

PLEASE NOTE:

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

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



**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-58

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: Ordinance approving a contract with Kitch's Lawncare for FY2026 mowing services at Fairview, New Hope and Mount Memorial Cemeteries for a minimum of 22 mows in an amount not to exceed \$65,000.00

Summary:

- The City of Liberty annually enters into an agreement with a lawn company to provide professional mowing services at Fairview, New Hope and Mount Memorial Cemeteries.
- The City rebid the mowing of cemeteries for 2026 after completion of the previous three, one-year contracts in 2025.
- This new contract is for a period of one year with an option to renew again for one additional one-year term (2027) if both parties agree to the terms outlined in the proposal.
- Kitch's Lawncare was the only contractor to submit a bid for 2026, and has been the professional service provider at the cemeteries for several years and is in good standing with the City of Liberty.
- Staff recommends entering into an agreement with Kitch's Lawncare for a minimum of 22 mows in an amount not to exceed \$65,000.00 for 2026.

Background:

The City of Liberty annually enters into an agreement with a lawn care company for professional mowing services for Fairview, New Hope and Mount Memorial Cemeteries. The services provided include mowing and trimming. The FY2026 cemetery budget includes \$65,000 in funding for these services.

In December 2024, staff developed a bid document using previous mowing history to find a vendor for the mowing and maintenance of the cemeteries. Staff publicly advertised for lawn care services and one proposal from Kitch's Lawncare was received. City Council approved entering into a contract with Kitch's Lawncare on February 24, 2025. That contract was for a one-year period with an option to renew again for two additional one-year terms if both parties agreed to the terms outlined in the proposal.

Kitch's Lawncare's has been the professional service provider at the cemeteries for several years and is in good standing with the City of Liberty. Staff recommends entering into a one-year contract with Kitch's Lawncare for 2026.

Given the weather-related variability of service needs year-to-year, the contract guarantees a minimum of 22 mows and all other services will be requested by staff as the budget allows in an amount not to exceed \$65,000.

Previous Action (if applicable):

Ordinance 12055 was approved by City Council on Feb 2, 2025

Policy/Committee Review:

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

Financial Considerations:

x Budgeted:	Line Item: 247-57024-204-000000	Amount: \$65,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - 2026 Cemetery Mowing Kitch Lawncare
2. 2026 Cemetery Mowing Contract - Signed by Kitch

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH KITCH'S LAWCARE FOR FY2026
MOWING SERVICES AT FAIRVIEW, NEW HOPE, AND MOUNT MEMORIAL
CEMETERIES FOR A MINIMUM OF 22 MOWS IN AN AMOUNT NOT TO EXCEED
\$65,000.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and Kitch's Lawncare, 9951 NE 112th St., Kansas City, MO 64117, for a minimum of 22 mows in an amount not to exceed SIXTY-FIVE THOUSAND DOLLARS AND NO/100 (\$65,000.00), for mowing services at Fairview, New Hope, and Mount Memorial Cemeteries, a copy of said contract being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2026

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2026.

GREG CANUTESON, MAYOR



**CONTRACT FOR SERVICES
2026 AGREEMENT FOR MOWING SERVICES AT FAIRVIEW, NEW
HOPE, AND MOUNT MEMORIAL CEMETERIES**

Agreement made this **February 24, 2026**, between **Kitch's Lawncare**, an entity organized and existing under the laws of the State of **Missouri**, with its principal office located at **9951 NE 112th St., Kansas City, MO 64117**, hereafter referred to as the Contractor, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

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

This contract is effective as of **March 1, 2026** and is coincidental with the Mayor's signature and attestation by the Deputy City Clerk and shall remain in effect as described within the attachments.

**ARTICLE I
THE WORK**

Contractor agrees to perform all work and provide all materials as specified in Invitation to Bid **PK25 - 11** and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

**ARTICLE II
CONTRACT TERM**

The term of this contract shall be **March 1, 2026 to December 31, 2026**. If both parties mutually consent to continue the agreement, it may be extended for one additional one-year terms (2027) under the same terms and conditions.

**ARTICLE III
CONTRACT SUM AND PAYMENT**

The Contractor agrees to perform all work described in the Contract Documents and to enter in to a guaranteed pricing contract with the City for a minimum of **22 mows** and in an amount not to exceed **\$65,000** and in accordance with the service rates proposed with the contractor's bid submission.

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

ARTICLE IV CONTRACT PAYMENT

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

**ARTICLE IX
ARBITRATION**

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

**ARTICLE X
AFFIDAVIT OF WORK AUTHORIZATION**

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

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

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

**ARTICLE XI
INDEMNIFICATION**

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

**ARTICLE XII
CONTRACT DOCUMENTS**

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

- This Agreement
- Scope of Work (Appendix A)
- General Terms and Conditions (Appendix B)
- Federal Work Authorization Affidavit (Appendix C)
- Exhibits to this Agreement (enumerated as follows):
 - Contractor's Bid (Exhibit A)

ARTICLE XII

ENTIRE AGREEMENT

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

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

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

OWNER: City of Liberty, Missouri

CONTRACTOR:

Signature:

Signature:

Randy Kite

Name: _____

Name: Kite's Landscape & Landscape Services Inc.

Title: Mayor

Title: Owner

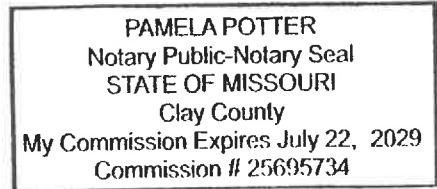
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Notary Signature: Pamela Potter

Title: Deputy City Clerk

Seal:



Address for giving notices:

Address for giving notices:

City of Liberty, MO - Parks & Rec Department

9951 NE 112th St

1600 S. Withers Rd.

KC MO 64157

Liberty, MO 64068

Liberty Occupation

License No.: LIC-01-26-0044

APPENDIX A

Scope of Work and Special Provisions Mowing Services for City-Owned Cemeteries

GENERAL REQUIREMENTS

- A. The contractor agrees to immediately notify the City of Liberty of any accidents or incidents which occur as a result of the contractor's duties. This would include any damage or shifting of headstones caused as a result of being hit by a mower or other equipment. **The Contractor will be responsible for the costs to repair any such damage.**
- B. The contractor agrees to maintain effective and courteous contact with the public while performing the terms of this agreement.
- C. If, for any reason, the contractor cannot fulfill the terms of this agreement, the contractor shall immediately notify the City. The contract may then be canceled based upon nonperformance.
- D. Payment shall be on a **per mow** basis with a cost/mow statement submitted to The City of Liberty. Payment shall be made within 30 days of submitting the invoice.
- E. In the event that an area is not mowed as specified, the contractor agrees to correct the error within 24 hours' notice from the Cemetery Sexton or designated representative. Failure to correct noted deficiencies shall result in liquidated damages, withholding payment for work not performed or cancellation of contract.
- F. The contractor agrees to take the necessary safety controls to protect Cemetery visitors and Cemetery facilities from damage to include headstones. Also, the contractor agrees to comply with all pertinent federal, state, and local regulations pertaining to performance of this agreement.
- G. Contractor shall provide supervision of all work crews at all times while performing work under this contract. Personal supervision is not required, provided that equipment or other means are provided that enable the work crew to communicate with the contractor at all times. Each work crew shall have a designated person at the work site that has the authority to respond to inquiries about work details or priorities.
- H. In the event the contractor develops difficulty in meeting the maintenance schedule and contract specification, the Contractor may be assessed up to \$250.00 per day liquidated damaged due to breach of contract.
- I. The Cemetery Sexton or their designee will be assigned to inspect the contracted areas. He/she will be responsible for scheduling inspections, re-inspections, monitoring the contractor's actions, and ensuring the work performed in the area is done to the quality level prescribed in this contract.

- J. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of, and suitable evidence to that effect furnished to the City.

WORK SPECIFICATIONS

- A. Contractor shall mow and trim all areas approximately once every ten (10) to fourteen (14) days, or on an as needed basis during periods of inclement weather during the term of the contract period. A schedule of approximate mowing dates will be worked out with selected vendor prior to starting the contract annually. Contractor will be provided with at least 48 hours' notice if schedule needs to be adjusted based on growing conditions or other factors.
- B. Mowers will be 36" cut rotary mowers or larger. The use of tractors with finish mowers are not an acceptable means for mowing.
- C. Mowing under wet conditions or when the ground is saturated will not be permitted.
- D. A minimum of 22 mows will be required for the season with a maximum of 32 mows for the season. Actual number will be determined by the Cemetery Sexton based on growing conditions.
- E. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the grass blades. Mower decks should be level as to cut an even height from side to side of mower deck. All grass shall be cut at a height of approximately two and a half inches (2 ½"). All structures, trees, poles, tables, signs, fences, headstones, shrub beds and other objects are to be trimmed closely. Special care shall be given to trimming around small trees so as not to inflict damage to the bark of the trees. All trimming shall be accomplished maintaining the required two and a half inches (2 ½") cutting height. All trimming must be accomplished concurrently with mowing operations and must be completed in the same 48hr-72hr timeframe. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to avoid discharging grass clippings on to any surface such as headstones, streets, or adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas.
- F. Removal of all trash on the ground prior to mowing and at the conclusion of each mow is required. Any trash and litter cut or broken during mowing operations shall be completely removed from mowing areas immediately prior to proceeding with the mowing of other areas. This includes any silk flowers or other temporary grave ornamentation hit or disturbed by mowers.
- G. Removal of all fallen tree limbs to a designated brush pile on site must be completed prior to moving to next site.
- H. All plant growth in cracks, seams and/or joints of paved areas, such as sidewalks, curbs, and driveways, shall be cut down to the pavement surface during the completion of each mowing.

- I. Mowing shall be conducted within two days prior to Memorial Day, July 4th, and Labor Day. As with all mowings, the contractor will provide for the removal of all grass debris on headstones following mowing.
- J. City owned memorials within the cemetery must have walking paths trimmed free of plant growth and swept or blown clean each week. The City owned memorials are the Veteran's Memorial in the northwest corner of Fairview, the Liberty African American Legacy Memorial on the eastern edge of Fairview, and the Columbarium Garden on the southern edge of Fairview.
- K. All boundaries are marked on the included map. The mowing boundaries of Fairview/New Hope Cemetery are W. Shrader St to the north, S. Terrace Ave to the west, the wood line and creek to the east, and the tree line on the southern edge. Mt. Memorial is a walled in cemetery and all grounds inside the walls must be maintained as well as weed eater maintenance on the exterior of the wall. There is a private residence contained within Fairview Cemetery that the vendor is not responsible for maintaining which has its boundaries marked on the included map.



**Fairview & New Hope
Cemeteries**

 Fairview & New Hope
Boundaries

Approximately 26 acres





 **Mt. Memorial Cemetery**  Mt. Memorial Boundaries Approximately 1.4 acres 

APPENDIX B

Standard Terms and Conditions

The Contractor is expected to comply with City of Liberty Standard Contract Terms and Conditions.

A. Procedures

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

B. Contract Award

Award of this contract is anticipated within 90 days of closure of the bid, with final work completed by the time specified under Article II, Contract Term.

C. Changes.

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

D. Insurance

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

1. Comprehensive General Liability:

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

2. Comprehensive Automobile Liability:

- Minimum \$3,370,137 combined single limit for bodily injury and property damage per occurrence

3. Workers' Compensation:

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

4. Employers' Liability:

- \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit

E. Exemption from Taxes

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

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

G. Invoicing and Payment

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

H. Cancellation

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

I. Contractual Disputes

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

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

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

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

J. Severability

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

K. Applicable Laws

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

APPENDIX C

Federal Work Authorization Affidavit

STATE OF MISSOURI
COUNTY OF CLAY

AFFIDAVIT

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

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

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

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

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

- 1. My name is Randy Kitch and I am currently the owner (Title) of Kitch's Lawn Care & Landscape Services, Inc. "Contractor", whose business address is 9951 NE 102th St, KC Mo 64117, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

L. Drug/Crime Free Work Place

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

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

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

M. No Escalation of Fees

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

N. Permits

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

O. Release of Information

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

P. Nondisclosure.

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

APPENDIX D

Bid Document

BID FORM A

The quantities listed are only estimates and the City has the right to modify said estimates.

The following bid is hereby submitted by _____ in response to the request for bid issued by the City of Liberty for the following services:

<u>Description of Product</u>	<u>Quantity</u>	<u>Cost Per Item</u>	<u>Total Bid Cost Submitted</u>
Mowing & Trimming	22*	\$ 2,310	\$ 50,820

*Total number of mows may range from 22-32.

TOTAL COST OF BID \$ 50,820

SIGNED

NAME

Randy Kitch

TITLE

owner

SIGNATURE

Randy Kitch

NAME OF FIRM
SUBMITTING BID

Kitch's Lawncare & Landscape Services Inc.

ADDRESS OF FIRM

9951 NE 112th St

Kansas City, Mo. 64117

DATE SUBMITTED

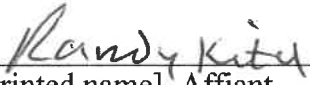
1-15-2025

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Liberty: **Project PK25 - 11, 2026 Agreement for Mowing Services at Fairview, New Hope and Mount Memorial Cemeteries.**
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.



 (SIGNATURE)



 [printed name], Affiant

Subscribed and sworn to before me this 28th day of January, 2026

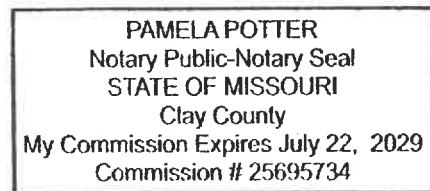


 Notary Public State of Missouri

My Commission Expires: 7/22/2024

Commissioned in Clay County

Commission #: 25695734



PLEASE NOTE:

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

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

Appendix C: Debarment and Suspension

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The respondent to this RFP certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Randy Kitch, Owner

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

1-28-26

Date



**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-60

Department: Parks & Recreation

Submitted By: Tom Garland, Assistant Director Parks

Subject: Ordinance accepting permanent public easements from Withers Road Development, LLC for the pedestrian trail improvements along Homestead Trail connecting to Canterbury Park

Summary:

- A permanent pedestrian trail access easement has been donated by Withers Road Development, LLC to the City of Liberty.
- The easement will connect the first phase of Homestead with the Homestead trail connection to Canterbury Park.
- Staff recommends the City accept the easement.

Background:

In 2017, Vireo designed a preliminary route connecting Canterbury Park to the Homestead Trail. Since then, City staff have finalized the location and secured the necessary permits for construction.

To begin brush removal on City property, staff secured permission from the Phase 1 Homestead developer to cross vacant lots. During these discussions, the developer agreed to donate a permanent pedestrian access easement between two existing lots to improve neighborhood connectivity.

The City will acquire this easement for one dollar, plus standard recording fees with Clay County. Parks staff recommends formal acceptance and recording of the easement.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
x Other: Park Board	Completed/Recommended: 2-5-2026

Financial Considerations:

x Budgeted:	Line Item: Line Item:	Amount: \$34 Amount:
--------------------	--------------------------	-------------------------

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

Attachments:

1. Ordinance 2026 Homestead to Canterbury Park Project
2. Homestead Trail easement
3. Homestead to Canterbury Park Trail Liberty - Google Maps
4. ConnectionTrail_Canterbury_HomesteadMap

Document No. _____

ORDINANCE NO. _____

ORDINANCE ACCEPTING PERMANENT PUBLIC EASEMENTS FROM WITHERS ROAD DEVELOPMENT, LLC FOR THE PEDESTRIAN TRAIL IMPROVEMENTS ALONG HOMESTEAD TRAIL CONNECTING TO CANTERBURY PARK

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby accepts permanent easements for a pedestrian access trail from Withers Road Development LLC at a cost of \$1.00 for the Homestead to Canterbury Park Trail Improvement project. Project No. 25-023. A copy of said assignments of public easement are attached hereto and made a part hereof as though more fully set out herein.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby directs said public assignment of pre-recorded easements to be filed with this ordinance after being recorded with the Office of the Recorder of Deeds of Clay County, Missouri.

SECTION III

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

PASSED by the City Council this _____ day of _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2026.

GREG CANUTESON, MAYOR

EASEMENT FOR PEDESTRIAN FACILITIES

INDIVIDUAL
S-24 T-51 N R-32 W

THIS AGREEMENT, made this 23rd day of February, 2026, by and between: Withers Road Development LLC, hereinafter called the **GRANTOR**, and THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI, **GRANTEE, GRANTEE'S mailing address 101 E. Kansas Street, Liberty, MO 64068.**

WITNESSETH, that the **GRANTORS**, for and in consideration of \$1.00 and other valuable consideration received, and the advantages to be gained from the existence of such pedestrian trail facilities and appurtenances thereon, does hereby grant unto the **GRANTEE**, a permanent easement and license to locate, construct, reconstruct, maintain, remove, operate, replace and repair, and to authorize the location, construction, reconstruction, maintenance, removal, operation, replacement and repair any and all appurtenances incident thereto over, upon, under and through the following described tract of land lying, being and situated in said City of Liberty, Clay County, Missouri, to wit:

(See EXHIBIT A)

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns, as follows:

1. Said easement tract will be kept free from buildings and any other structures or obstructions which will interfere with the GRANTEE in entering upon said land for the purpose of reconstructing, operating, repairing, replacing, and maintaining such pedestrian trail facilities and appurtenances; and no excavation or fill shall be made, and no other operations of accept to maintain existing utilities. Any work performed by GRANTOR shall be authorized by the GRANTEE if the work will interfere with or jeopardize or threaten the normal and proper operation and maintenance of such pedestrian trail facilities and appurtenances.

2. The right of GRANTEE, its agents, servants, employees, or independent contractors to go upon said land at any time for the purpose of reconstructing, operating, repairing, or maintaining said pedestrian trail facilities and all appurtenances incidental thereto.

3. The GRANTEE, its successors and assigns, shall be kept free of all claims for damages on said described area by reason of the rights herein conveyed by GRANTOR, and the GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder, and that GRANTOR will forever warrant and defend the title thereto against the lawful claims of all affecting the rights and easement granted hereunder.

As part of the consideration for this grant, the GRANTOR, does hereby release GRANTEE, its agents, servants, employees, or independent contractors from any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted, except any damage caused by an act of negligence on the part of the GRANTEE.

For the same consideration, GRANTEE shall have the right at all times to go upon the land herein described to maintain, operate, replace and repair such sidewalk facilities and any and all appurtenances incident thereto.

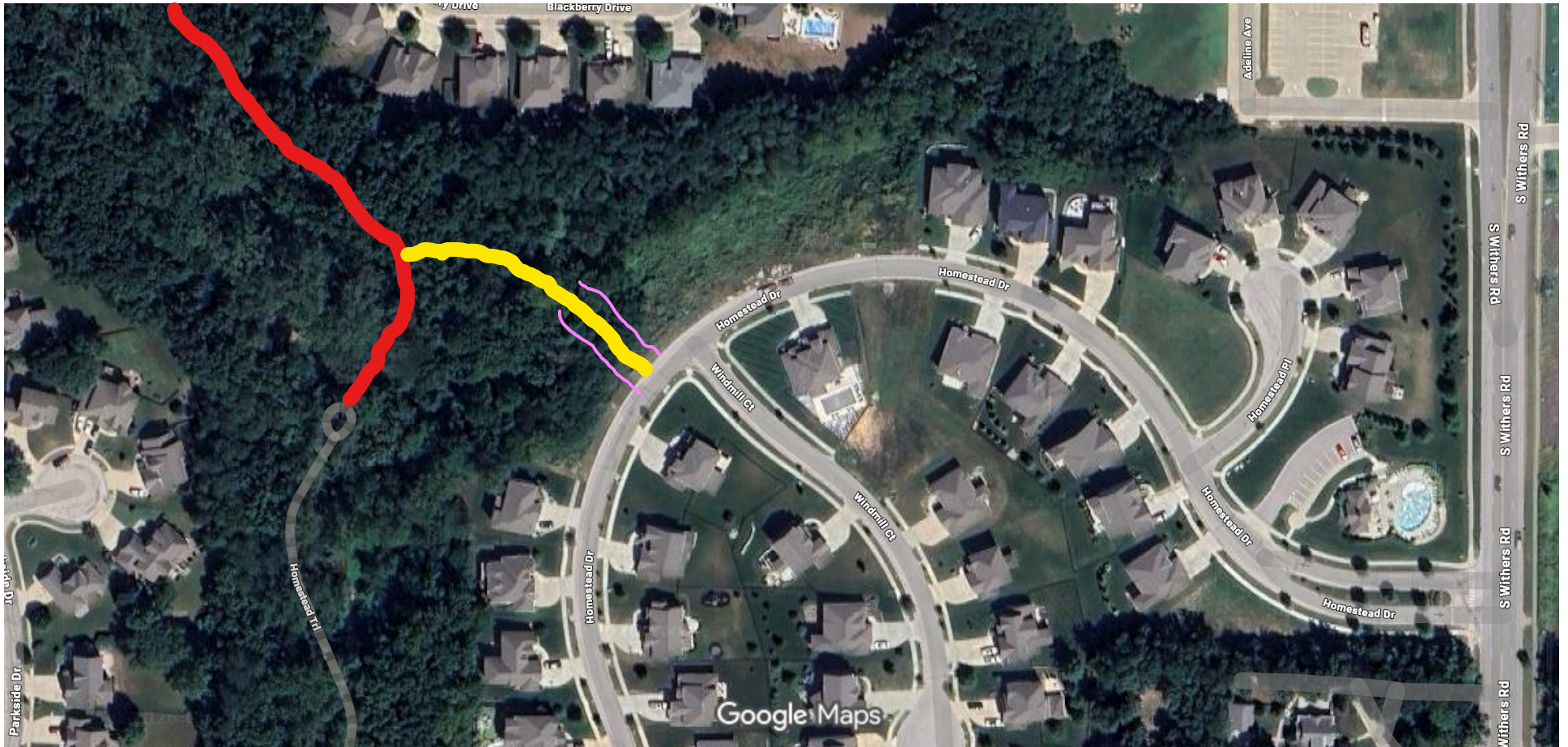
(SIGNATURE PAGE BELOW)

EXIHBIT A

Easement for Trail/Sidewalk Facilities

24 – 51 - 32

A tract of land in Lots 16-A and 13-A, Homestead of Liberty, a Replat of Lots 10-16, a subdivision in Liberty, Clay County, Missouri, lying 7' each side of the following described centerline. Commencing at the Northeast corner of Lot 16-A, also being the Southeast corner of Lot 13-A; Thence North 50°22'43" West, along the shared lot line, a distance of 114.99' to the Point of Termination. Running concurrent with platted stormwater easement.



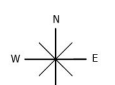
Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 100 ft



**Connection between
Canterbury Park &
Homestead Trail**

- Trails
- Canterbury Trail Connection

**DRAFT: FOR
INFORMATIONAL
PURPOSES ONLY.
NOT SURVEY
ACCURATE**





**CITY COUNCIL
ACTION REPORT**

Meeting Date: February 23, 2026

A/R No.: 2026-71

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance approving a five-year contract with Roadway Management Technologies for City Project (26-001) pavement condition and management services in an amount not to exceed \$36,200.00

Summary:

Approval of an Ordinance for a five-year contract with Roadway Management Services for Pavement Condition and Management Services

Background:

Consistent and accurate pavement condition data is a critical tool for City Staff to properly assess, plan and budget maintenance of City-owned street assets. In 2019, the City of Liberty entered into a contract with TransMap Corporation (TransMap) to “conduct a pavement condition survey/assessment” at set intervals. The contract with TransMap has, as of 2025, expired. To ensure that there was not a significant gap in pavement condition data acquisition, City Staff prepared a request for qualifications and proposals for Pavement Condition & Management System Services in November 2025 with submittals being received on December 5, 2025.

Proposals were received from the following firms:

- Applied Research Associates, Inc. (ARA)
- Citylogix
- Infrastructure Management Services (IMS)
- Quality Engineering Solutions, Inc. (QES)
- Roadway Management Technologies, LLC (RMT)
- Stantec Consulting Services Inc.(Stantec)
- Tiger Eye Engineering (Tiger Eye)
- TransMap Corporation (TransMap)
- Vialytics

A team of five City Staff members reviewed the submittals and shortlisted the following three for interviews, with RMT being selected as the selected firm.

- IMS
- RMT
- Tiger Eye

The contract with RMT will result in the installation of proprietary data acquisition equipment onto City fleet vehicles which will provide continuous data collection during

usage which in turn will be used to develop pavement condition indexing and pavement management plans for an annual cost of \$36,200.00 (with no annual escalation) with the contract being valid for a total of five years (resulting in a total cost of \$181,000.00 over five years) with funding being obligated on an annual basis as available.

Staff recommends approving a contract with Roadway Management Technologies, LLC, for City Project (26-001) pavement condition and management system services in the amount of \$36,200.00 on a recurring basis for a period no greater than 5 years with funding for each subsequent year being requested through separate City Council action.

Previous Action (if applicable):

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: Recommended at the February 2026 meeting
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X Budgeted:	Line Item: 352-57044-201-000000	Amount: \$36,200.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2026-071 Approve Agreement RMT PCI PMS - ORD
2. Liberty RMT Contract-Signed v3

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A 5-YEAR CONTRACT WITH ROADWAY MANAGEMENT TECHNOLOGIES FOR CITY PROJECT (26-001) PAVEMENT CONDITION AND MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$36,200.00

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 a contract by and between the City of Liberty and Roadway Management Technologies for City Project (26-001) pavement condition and management service for a contract term of 5 years in an annual amount of THIRTY SIX THOUSAND TWO HUNDRED DOLLARS AND 00/100 CENTS (\$36,200.00) with said annual amount being renewed on an annual basis through separate Council action, a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by the City Council this ____ day of _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2026.

GREG CANUTESON, MAYOR

City of Liberty, Missouri
CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT, made and effective as of _____, ____ 202____, by and between the **City of Liberty**, a Missouri municipal corporation, hereinafter referred to as "CITY", and **Roadway Management Technologies**, located at **PO Box 678325, Orlando, FL 32867** hereinafter referred to as "CONTRACTOR,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following Project of City: **Pavement Condition and Management Services (26-001)**

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Agreement and attached **City of Liberty General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

such amount as is set forth on an attached Exhibit A that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows: NA

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

The City reserves the right, but shall not be bound to, retain 5% of each invoice as retainage. Retainage, if held, is to be released in whole upon final completion.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Agreement shall be completed in a reasonable manner, as defined within Exhibit A, and shall be performed so as not to delay or hinder City's schedule for the

Project. Failure to complete the Work in a reasonable manner, as defined within Exhibit A, shall result in a reduction in the amount due the Contractor under this Agreement in the amount of \$100.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Agreement first above written.

CONTRACTOR

CITY OF LIBERTY, MISSOURI

By: Jami Weather

By: _____
Mayor, Greg Canuteson

Title: Chief Operating Officer

DATED: _____

DATED: 2/13/2026

ATTEST: _____

**CITY OF LIBERTY
CONTRACTING SERVICES AGREEMENT
GENERAL CONDITIONS**

1. Independent Contractor.

The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

2. Compliance with Laws.

The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.

OSHA

If applicable to any Work undertaken as part of this Contract, Consultant and any subcontractor shall require all on-site employees to complete the ten-hour training program required under § 292.675.2 RSMo. such employees must hold documentation of prior completion of the program and shall be subject to such penalties as provided in § 292.675.4 RSMo.

Prevailing Wage

Consultant further agrees, to the extent applicable to any Work undertaken as part of this Contract, to pay not less than the prevailing hourly wage of wages to all workers performing any such applicable work under this Contract. The consultant will forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any work done under the Agreement by the Consultant or subcontractor that required payment of prevailing wage under state law. A copy of the most current Missouri Division of Labor Standards Annual Wage Order is attached as an exhibit and made a part hereof.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Consultant in an effort to resolve any such conflict.

3. Subcontracts.

The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Agreement shall not be assigned by the Contractor.

It is the intention of the Contractor to engage subcontractors for the purposes of:

Sub-Consultant Name	Mailing Address	Contracted Services

4. Indemnification.

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

5. Attorney Fees' and Costs.

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

6. Taxes.

The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City. Tax exempt certificates indicating this tax-exempt status are furnished as attachments to this Contract.

7. Insurance.

Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated in **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. Any self-insurance or deductible above \$50,000.00 is not permitted.

8. Nondisclosure.

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

9. Changes.

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

10. Termination.

The City shall have the right to terminate the Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Agreement an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

11. Multi-year contracts; Non-appropriation.

Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

12. Accounting.

During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

13. Other Contractors.

The City reserves the right to employ other Contractors in connection with the Work.

14. Request for Proposals.

If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Contractor/Services Agreement or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contractor/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement (including **Exhibit A**, "Scope of Work").

15. Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

16. Site Operations. Where appropriate, the City will arrange for the right of entry to any property at the request of the Contractor for the purpose of performing studies, tests, and evaluations in connection with the Work.

17. Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

18. Compliance with State Immigration Statutes.

As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in **Exhibit B**. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Agreement awarded to the Contractor.

*For all contracts with a total potential value of \$100,000 or more and contractors with ten (10) or more employees: Contractor shall comply with Section 34.600 RSMo. (the Anti-Discrimination against Israel Act) including executing the certification attached as **Exhibit C** hereto.*

19. Representations.

Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

20. Other Representations, Warranties, and Covenants by the Contractor.

The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Work and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

21. Governing/Choice of Law.

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

22. Counterparts.

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

23. Bonds.

The Contractor shall be responsible for providing all bonds and associated bond expenses required as part of this agreement.

24. Permits and Licenses and Easements.

The Contractor shall be responsible for obtaining all permits and licenses and for incurring all expenses associated with those permits and licenses prior to proceeding with the scope of work and services described in this agreement. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64069.

The City shall be responsible for obtaining all necessary easements or other property interests necessary for the scope of work and services described in this agreement.

25. Hours of Performance.

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed between the hours of 7:00 AM to 5:00 PM central time, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with City's written consent, which will not be unreasonably withheld.

26. Inspection and Maintenance.

Materials or workmanship not conforming to:

- a. the City's standard design criteria
- b. the City's technical specifications
- c. job specifications

shall not be accepted by the City and shall be replaced at no cost to the City.

Contractor shall maintain and keep clean the project site and adjacent public Right of Way (ROW). The City reserves the right to require the Contractor to clean the project site and adjacent public ROW at no cost to the City.

27. Other Special Provisions.

The special provisions are set forth in **Exhibit A** and are incorporated herein by reference and made a part hereof.

28. Additional Contract Documents.

The following additional documents are incorporated herein by reference and made a part hereof:

- a. Exhibit A – Scope of Services
- b. Exhibit B – Affidavit of Participation in Federal Work Authorization Program
- c. Exhibit C – Anti-Discrimination Against Israel Act Certification
- d. Exhibit D – Certification Regarding Debarment and Suspension
- e. American Products Requirements
- f. Tax Exemption Certificate
- g. Technical Specifications

The documents listed in General Conditions Section 28 are attached to this Agreement (except as expressly noted otherwise above).

- a. There are no Contract Documents other than those listed above in this Article 28.
- b. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Exhibit A
Project Scope and Additional Specifications

1. Scope of Work

The work provided for shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish the following scoped items:

Project Management, Initiation and Coordination

- Participate in a kickoff meeting with City staff to confirm project goals, schedule, and deliverables.
- Review existing GIS roadway inventory, segment definitions, prior pavement assessments, and maintenance history.
- Assign a dedicated project manager who will oversee all aspects of the project and serve as the primary point of contact for coordination and communication between the consultant and the City.

Pavement Condition Data Collection Survey and Assessment

- On an annual basis collect pavement condition data for every publicly owned and maintained street within the City, regardless of street type or surface material (including both asphalt and concrete roadways). The pavement condition survey shall be comprehensive and include all functional classifications and segment types across the City's approximately 183 centerline miles.
 - Equip and train City staff to perform the data collection independently using consultant provided tools and protocols.
- Assess the data to identify and quantify pavement distresses for all road surfaces. Each roadway segment shall be assigned a Pavement Condition Index (PCI) rating based on a standardized 0–100 scale.
- Geo-reference and format for integration into a Pavement Management System (PMS).
- Utilize quality control measures to verify the accuracy, completeness, and reliability of the collected data.

Pavement Management System

- Manage, analyze, and prepare all pavement condition data for integration into a Pavement Management System (PMS) to serve as the foundation for evaluating network-wide pavement performance and developing annual maintenance and restoration plans.
- Ensure PMS meets the following minimum requirement:
 - Segment-Level Data Storage:
 - Store and manage PCI ratings and distress data for individual roadway segments.
 - Historical Tracking:
 - Retain and compare condition data across multiple years to support trend analysis and lifecycle forecasting.
 - Treatment Planning Tools:
 - Model and recommend maintenance and rehabilitation strategies based on condition, cost, and performance goals.
 - Budget Scenario Modeling:
 - Simulate various funding levels and their impact on network condition over time.
 - GIS Integration:
 - Compatibility with the City's GIS platform for spatial visualization and mapping of pavement conditions and planned work.
 - Reporting and Export Tools:
 - Generate customizable reports and export data in formats compatible with City systems and workflows.
- Ensure that:

- All data collected during the survey is properly formatted and validated for seamless import, by the Consultant, into the selected PMS.
- Analysis results are clearly documented and presented in a format that supports decision-making by City staff.
- PMS be accompanied by training, documentation, and support to ensure successful implementation and long-term usability.

Maintenance and Restoration Planning

- Using the analyzed pavement condition data and the capabilities of the PMS develop a 5-year prioritized maintenance and restoration plan for the City's street network. This plan must be updated annually and reflect both short-term needs and long-term infrastructure goals.
- Prioritize Roadway Segments:
 - Identify and rank roadway segments based on PCI ratings, distress severity, traffic volume, functional classification, and strategic importance.
 - Incorporate historical maintenance records and known utility conflicts or planned capital projects to avoid redundant or premature treatments.
- Recommend Treatment Strategies:
 - Propose appropriate maintenance and rehabilitation treatments (e.g., crack sealing, slurry seal, mill and overlay, full reconstruction, rejuvenators, pressure pave, etc.) tailored to each segment's condition and material type.
 - Include estimated costs, expected service life extensions, and timing recommendations for each proposed treatment.
- Budget-Conscious Planning
 - Align recommendations with the City's available annual budget and funding constraints.
 - Provide alternative scenarios or phased plans if budget limitations prevent full implementation of the recommended strategy or if additional budget is available.
- Long-Term Forecasting
 - Support multi-year planning by modeling future pavement conditions under various funding and treatment scenarios.
 - Identify segments at risk of accelerated deterioration and recommend proactive interventions.
- Coordination and Integration
 - Ensure that the maintenance plan integrates with other City planning efforts, including utility coordination, capital improvement programming, and public works scheduling.
 - Provide digital outputs compatible with the City's PMS and GIS systems to support internal tracking and public transparency.

Deliverables

- Pavement Condition Dataset:
 - Complete, geo-referenced dataset of pavement condition ratings (PCI scores) and distress observations for all publicly owned and maintained roadway segments.
 - Data formatted for seamless integration into the Consultant provided Pavement Management System and GIS.
- Annual Pavement Condition Report:
 - Summary of network-wide pavement condition, including average PCI, distribution by condition category, and year-over-year trends.
 - Visual aids such as maps, graphs, and tables to support interpretation and decision-making.
- Prioritized Maintenance and Restoration Plan:

- Segment-level recommendations for maintenance and rehabilitation treatments, including cost estimates, treatment types, and scheduling guidance.
- Budget-aligned scenarios and long-term forecasting outputs.
- Digital Files and System Integration:
 - All raw and processed data files, analysis outputs, and planning recommendations in formats compatible with the City's GIS and PMS platforms.
 - If a new PMS is proposed, include system access, documentation, and training materials.
- Project Management Documentation:
 - Meeting notes, coordination updates, and communication logs between the consultant and City staff.
 - Documentation of methodologies, assumptions, and quality control procedures used throughout the project.

2. Contract Price

All services and deliverables defined in Section 1 of this Exhibit A shall be performed for the annual lump sum of \$36,200.00 which shall be obligated by the City on an annual basis for a total contract term of five years at which time the contract shall terminate. There shall be no annual escalation in price for the duration of the lump sum price for the duration of the five years.

3. Period of Performance and Liquidated Damages

Time is of essence. The Work to be performed shall be completed in such manner as to ensure data acquisition and usage yearly.

4. Insurance

The Consultant shall provide insurance as follows:

- Comprehensive General Liability: Minimum \$2,000,000 combined single limit for bodily injury and property damage
- Workers Compensation: Statutory requirements.
- Employers Liability: \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit.

Exhibit B

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now James Weathers as Chief Operating Officer first being duly sworn, on my oath,
(name) (office held)
affirm Roadway Management Technologies ("Company") is enrolled and will continue to participate in a federal work
(company name)
authorization program in respect to employees that will work in connection with the contracted
services related to Pavement Condition and Management Services of the City of Liberty and
any incidental items associated with this work for the duration of the contract, if awarded, in accordance with
Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services
for the duration of the contract, if awarded. Attached to this affidavit is documentation of the
Company's participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM.
ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS
- 208.009 RSMo.)**

*In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements
made in this filing are subject to the penalties provided under § 575.040 RSMo).*

James Weathers
Signature (person with authority)

James Weathers
Printed Name

Chief Operating Officer
Title

2/13/2026
Date

State of Missouri)
County of Wolusia) ss.

Subscribed and sworn to before me this 13th day of February 2026.

My commission expires: 3/25/2029

Yolande Kemo-lee Simpson
Notary Public

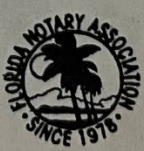
 YOLANDE KEMO-LEE SIMPSON
Notary Public
State of Florida
Comm# HH656255
Expires 3/25/2029

Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

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

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

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

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

CONTRACTOR

By: 
[signature]

James Weathers
Print Name

Its: Chief Operating Officer
[list title]

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

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

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

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

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

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

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

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

Exhibit D: Debarment and Suspension

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The respondent to this RFP certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

James Weathers, Chief Operating Officer

Typed Name & Title of Authorized Representative

Jami Weathers

February 13, 2026

Signature of Authorized Representative

Date

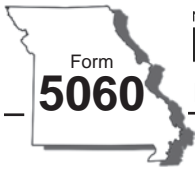
AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODITIES

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

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

- 2.01 The requirements of this form are not required when:
- A. Only one line of a particular good or product is manufactured or produced in the United States;
 - B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;
 - C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.
- 2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.



MISSOURI DEPARTMENT OF
REVENUE
Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate		Missouri Tax Exemption Number			
	Address		City		State	ZIP Code
	E-mail Address					
	Project Number	Project Begin Date (MM/DD/YYYY) ____/____/____		Estimated Project End Date (MM/DD/YYYY) ____/____/____		
	Description of Project					
	Project Location			Certificate Expiration Date (MM/DD/YYYY) ____/____/____		
	Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.					
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity		Date (MM/DD/YYYY) ____/____/____		

Contractor	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.					
	Name of Purchasing Contractor		Signature of Contractor		Date (MM/DD/YYYY) ____/____/____	
	Address		City		State	ZIP Code

Subcontractor	Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.					
	Name of Purchasing Subcontractor					
	Address		City		State	ZIP Code
	Signature of Contractor		Contractor's Printed Name		Date (MM/DD/YYYY) ____/____/____	

Form 5060 (Revised 11-2019)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1666
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.



State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF LIBERTY
101 E KANSAS ST
LIBERTY MO 64068

Missouri Tax ID
Number: 12490938

Effective Date:
07/11/2002

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

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

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

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

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

Any alteration to this exemption letter renders it invalid.

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

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

- 1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be the latest revision of Technical Specifications for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.
- 1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.
- 1.03 The aforementioned Technical Specifications are available online at: <https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications>. Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

- 2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.
- 2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.