



Amended Agenda

City Council Regular Session

Monday, April 27, 2026 - 7:00 PM
Council Chambers

***Agenda amended to reflect updated March 23, 2026 Regular Session Minutes.**

I. Call to Order

II. Invocation and Pledge of Allegiance

A. Council Member Harold Phillips

III. Roll Call

IV. Approve Minutes and Summaries

V. Meeting Schedule

VI. Consent Agenda

- A. Motion to approve the emergency repair of well #13 and well #14 by Sargent Drilling in an amount not to exceed \$133,637.00
- B. Regular Session Minutes of March 9, 2026
- C. Regular Session Minutes of March 23, 2026
- D. Boards and Commissions Appointment
 - 1. Parks & Rec Foundation Board
 - a. Appoint Kevin Bower to a term expiring 01/01/2029

VII. Public Hearings

- A. Ordinance providing for the annexation of a 4.5-acre territory described as The Hosanna! Lutheran area and the extension of the corporate limits of the City of Liberty, all pursuant to Section 71.012 of the revised statutes of Missouri (**postponed from April 13, 2026**)
- B. Ordinance amending Chapter 30, "Unified Development Ordinance", of the Code of the City of Liberty, Clay County, Missouri

VIII. Ordinances, Contracts and Resolutions

- A. Ordinance acknowledging vendor payments for the period of April 3, 2026 to April 17, 2026
- B. Ordinance accepting and approving a final plat for Oak Wood North, 1st Plat – Two Lots on 23.5 acres in the City of Liberty, Clay County, Missouri (P&Z Case 26-12FP)
- C. Resolution approving a final development plan for Lot 1 of Oak Wood North, a 24,000 square foot commercial/office building located south of Hills of Oakwood, north of Oakwood Business Park, and west of I-35 on N. Church Road in the City of Liberty, Clay County, Missouri (P&Z Case 26-11FDP)

- D. Ordinance approving a traffic signal maintenance agreement with Custom Lighting Services, LLC DBA Black and McDonald in an amount not to exceed \$34,914.00
- E. Ordinance approving a contract for services with Mid-America Pool Renovation Inc. for the removal of existing surface, surface preparation and complete resurfacing of the Liberty Community Center outdoor fountain pool in an amount not to exceed \$38,900.00
- F. Ordinance approving an agreement with Quality Plumbing, Inc. for the City of Liberty Animal Shelter new floor drains and trench drains (Project #26-013) in an amount not to exceed \$119,624.09
- G. Ordinance approving a four-phase contract for the City of Liberty Murray Road and Box Culvert Project (26-006) with BHC, LLC, a Pape-Dawson Company with authorization to Fund Phase I in an amount not to exceed \$192,840.00
- H. Resolution to declare the official intent of the City of Liberty, Missouri to finance the cost of acquiring certain equipment and vehicles using tax-exempt debt financing

IX. Other Business

X. Citizens' Participation

XI. Miscellaneous Matters from City Administrator

XII. Miscellaneous Matters from Mayor and City Council

XIII. Adjournment



**CITY COUNCIL
ACTION REPORT**

Meeting Date: April 27, 2026
A/R No.: 2026-150

Department: Utilities

Submitted By: Micah Hollingsworth, Water Plant Crew Leader

Subject: Motion to approve the emergency repair of well #13 and well #14 by Sargent Drilling in an amount not to exceed \$133,637.00

Summary:

Wells 13 and 14 are under contract with Sargent Drilling to be cleaned and inspected in 2026. The pumps were pulled, and extensive damage was found on the column pipe, bowl, impellers, and discharge head warranting replacement. The motors also need maintenance and some replacement parts. Repairs were authorized on an emergency basis because there is a lead time of at least six to eight weeks, and the goal is to get these wells back before the peak summer water demand.

Background:

Sargent Drilling began the cleaning of wells 13 and 14 in March 2026. It included the removal and inspection of the motor, column pipe, and all pump components. The inspection report is attached and will show notes from the vendor and pictures. This is the first time the pump and motor for wells 13 and 14 have been pulled to be inspected since they were installed almost 20 years ago.

The largest issue was that 55–60 feet of the column pipe in both wells was deteriorated beyond saving and needed to be replaced. The new sections to be put in will be epoxy coated to extend their useful life. They are also replacing the shaft that connects the motor to the pump with a larger diameter that will be more dependable and required to allow us to transfer from a water-lubricated to oil-lubricated system. Changing to oil lubrication, as well as the replacement and re-plumbing of the air relief valve, will allow us to run these wells in the winter without worry of freeze damage.

Performing these repairs as soon as possible and getting wells 13 and 14 back in service will ensure that we have easier operation once summer starts. Staff did not expect to find such significant damage when the project started. The same cleaning procedure was completed last year on two other wells and the repairs completed were minor in comparison. Delaying the authorization for repairs could have pushed the well repair completion date into higher water demand times, which could result in increased water plant run time and resulting in increased overtime.

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: 350-70001-801-000000	Amount: \$133,637.00
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Well #14 repair quote 4-1-26
2. Well 13 and 14 Pump Inspection Report
3. Well #13 repair quote 4-9-26 Revision



505 Francis St.
Salina, KS 67401

Toll Free: 888-496-3902
Phone: 785-404-4459

*Providing Complete Municipal, Industrial and Agricultural
Pump and Well Service*

April 1, 2026

City of Liberty
101 East Kansas Street
Liberty, MO 64068

RE: Estimate for Well #14 Pump Repair

1- Base assembly

- Oil lube
- 250 x 1.50 tube
- Tension assembly
- Oil pot

1- 10" adjustable top column flange

1- Headshaft, nut and key

1- 10" x 2.50 x 1.50 x 60" adjustable top column, oil tube and shaft

1- 10" x 2.50 x 1.50 x 120" threaded and coupled below ground discharge
with oil tube and shaft

6- 10" x 2.50 x 1.50 x 120" threaded and coupled column with oil tube and shaft

1- 10" x 2.50 x 1.50 x 60" threaded and coupled column with oil tube and shaft

1- 3-stage 12CHC oil lube bowl assembly (1200 GPM @ 185' TDH)

1- 8" x 12" NPT x flange nipple

2 coats of white epoxy inside and outside base assembly, column pipe, suction,
discharge and intermediate bowls, oil tube

Repair 75-hp US electric motor

- Bearings
- Clean and bake
- Balance rotor
- Shop test
- Labor

Food grade drip oil

1- 10" link seal

1- 10" x 45" NPT x PE steel spool, epoxy coated

1- 10" flange coupling adapter

SB/ah

Quote is good for 30 days



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Salina, KS 67401

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Pump and Well Service*

1- 2" air relief, valve and fittings
Misc. bolts and gaskets

Total

\$66,192.00

Please call with any questions.

Thank you,

A handwritten signature in black ink that reads 'Scott'.

Scott Bush,
Sales

SB/ah

Quote is good for 30 days

Sargent Drilling
INDUSTRIAL ENGINEERING
COMPLETE MUNICIPAL AND INDUSTRIAL
WELL AND PUMP SERVICE

Pump Inspection Report

Well Information:

Municipality: Liberty, Mo.
Well #: 13
Diameter: 24"
Material: Steel
Depth: 96.8
Liner: Y / N Size: _____

Column Pipe:

Condition Notes:

Most of pipe is severely deteriorated. None of it is epoxy coated which would have protected the steel pipe.

Size: 10" Flange _____

Lengths:

Top Column - 5'
Intermediate - 4 @ 10'
Intermediate - 1 @ 5'
Below ground discharge
Bottom - 1 @ 5'

Needs Replaced:

No
3 @ yes
Yes
No
Yes

Recommendations:

Since most of the pipe is bad, I recommend changing all column to threaded column due to threaded column being cheaper and readily available. Flanged column pipe is fabricated to order and would add at least another 4 weeks to complete.

Pictures:



Shafting:

Size: 1 3/16 CS
Length: 3 @ 5'
1 @ 74"
5 @ 10'
TPI: 12
Sleeves: Y / N
Sleeve Center: 12"

Condition Notes: Shaft sleeves are worn, shafting is deteriorated.

Recommendations: Install all new shafting and sleeves.

Pictures:

Discharge Head:

Brand: MAP
Size: 10"
WL or OL

Condition Notes: Severly corroded. Corrosion is so bad that the structural integrity is compromised.

Recommendations:
Replace

Pictures:



Bowl Assembly:

Bowl Diameter: 12"

Type: 12 CHC Goulds

Stages: 3

Shaft Size: 1 3/16

TPI: 12

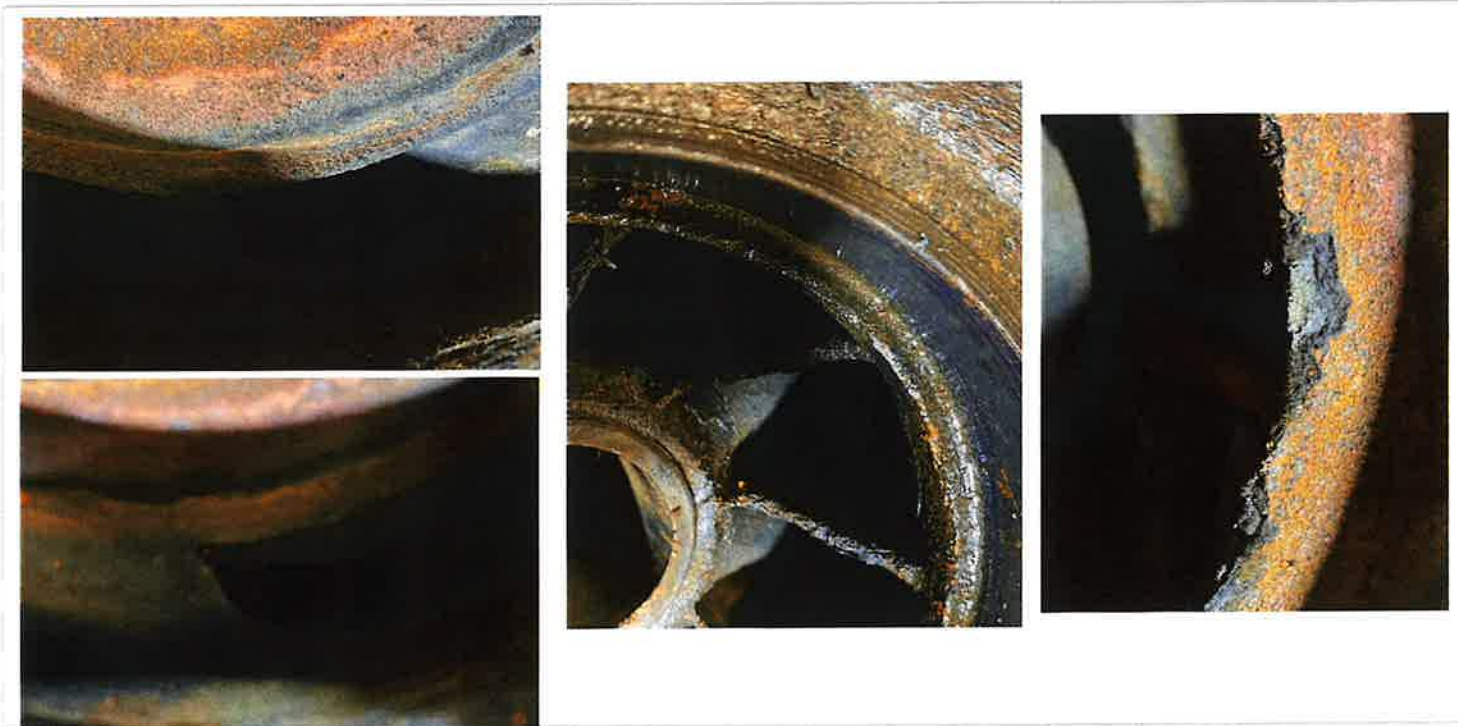
Stick Up: 12

Condition Notes: Castings are soft, vanes are eroded. Bowls are washed out.

Recommendations:

Replace.

Pictures:



Motor:

Submersible or **Hollow Shaft**

Brand: US

Volts: 460

Phase: 3

HP: 75

Frame: 365 TP

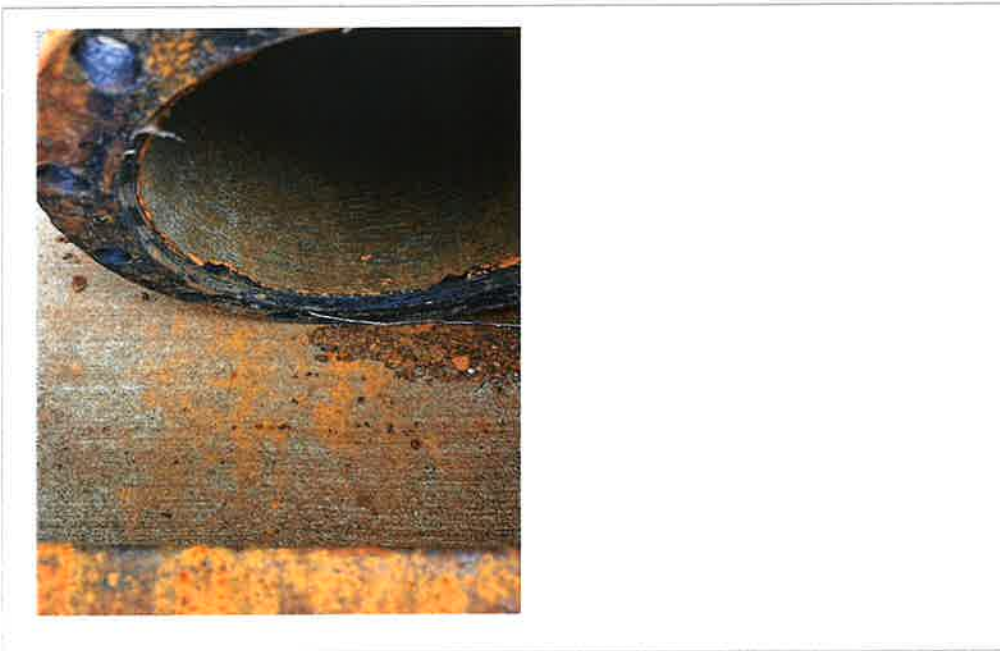
Condition Notes: Bearing are worn, motor windings are very dirty.

Recommendations:

Replace bearing, clean and bake windings.

Miscellaneous:

Pictures:



Sargent Drilling
INDUSTRIAL ENGINEERING
COMPLETE MUNICIPAL AND INDUSTRIAL
WELL AND PUMP SERVICE

Pump Inspection Report

Well Information:

Municipality: Liberty, Mo.
Well #: 14
Diameter: 24"
Material: Steel
Depth: 102.60
Liner: Y / N Size: _____

Column Pipe:

Condition Notes: Most column is corroded and pitted. Column was not coated.

Size: 10" Flanged

Lengths:	Needs Replaced:	Recommendations:
<u>Top @ 5'</u>	<u>No</u>	Since most flanged column is bad, change flange column to threaded column due to availability and price. Also epoxy coat column to resisit corrosion.
<u>Intermediate 5 @ 10'</u>	<u>3 @ yes</u>	
<u>Intermediate 1 @ 85 1/2"</u>	<u>Yes</u>	
<u>Below ground discharge 1 @ 10'</u>	<u>No</u>	
<u>Bottom @ 5'</u>	<u>Yes</u>	

Pictures:



Shafting:

Size: 1 3/16 CS

Length: top @ 60"

6 @ 10'

1 @ 85"

Bottom @ 5'

TPI: _____

Sleeves: **Y** / N

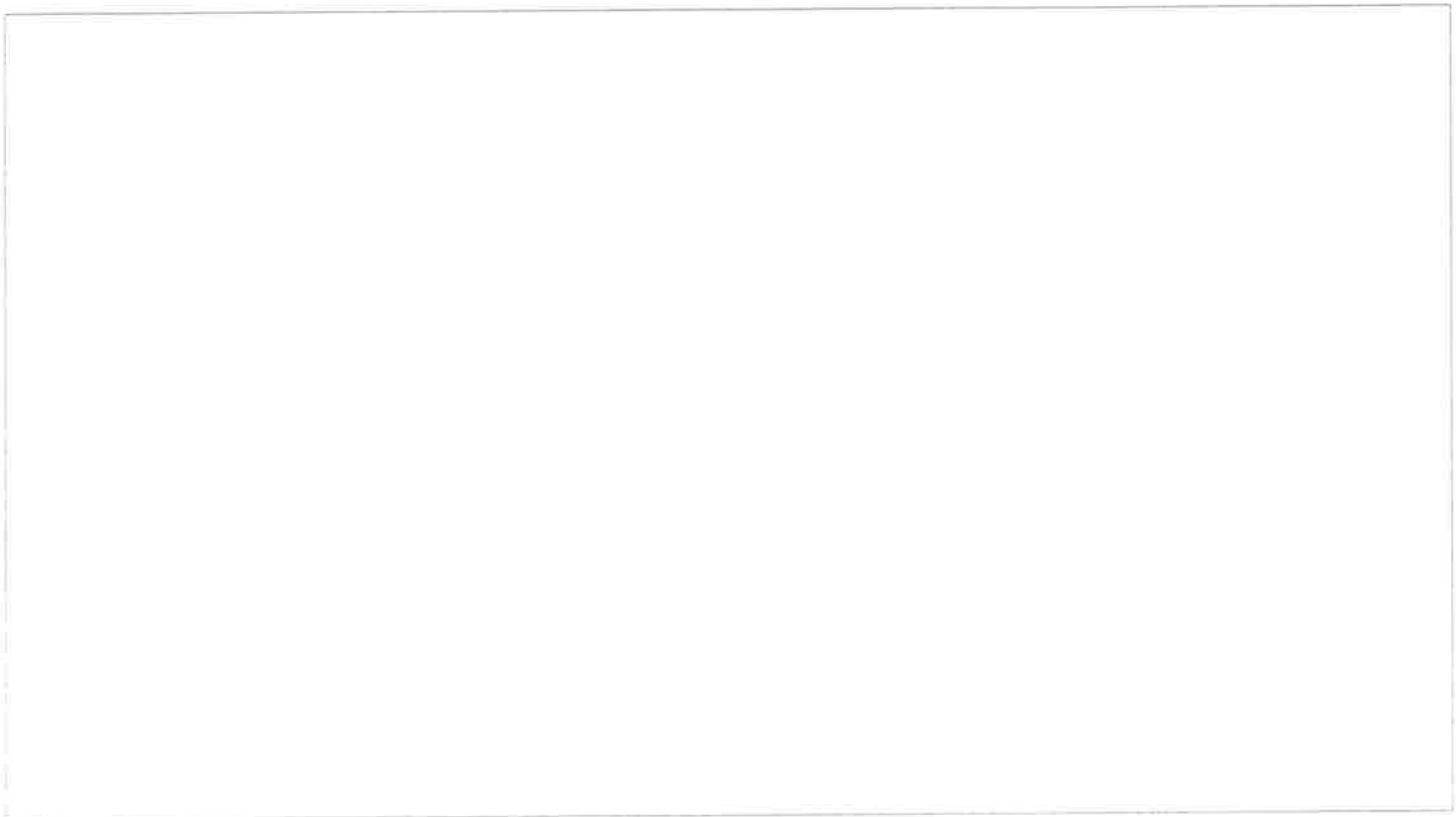
Sleeve Center: 12"

Condition Notes: Sleeves are worn and carbon steel shaft is corroded.

Recommendations:

Replace all shaft and sleeves.

Pictures:



Discharge Head:

Brand: MAP

Size: 10"

WL or OL

Condition Notes: Severly corroded. Structural integrity is compromised.

Recommendations:

Replace

Pictures:



Bowl Assembly:

Bowl Diameter: 12

Type: 12CHC Goulds

Stages: 3

Shaft Size: 1 3/16

TPI: 12

Stick Up: 12

Condition Notes: Casting is soft, vanes eroded, bowls washing out.

Recommendations:

Replace

Pictures:



Motor:

Submersible or **Hollow Shaft**

Brand: US

Volts: 460

Phase: 3

HP: 75

Frame: 365 TP

Condition Notes: Bearings worn. Extremely dirty inside.

Recommendations:

Replace bearings, clean and bake windings.

Miscellaneous:

Condition Notes:

Discharge spool would not unscrew out of pump discharge. We had to cut out and remove to be able to pull pump.

Recommendations:

Replace

Pictures:





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with oil tube and shaft

5- 10" x 2.50 x 1.50 x 120" threaded and coupled column with oil tube and shaft

2- 10" x 2.50 x 1.50 x 60" threaded and coupled column with oil tube and shaft

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2 coats of white epoxy inside and outside base assembly, column pipe, suction,
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1- 2" air relief, valve and fittings
Misc. bolts and gaskets

Total **\$67,445.00**

Please call with any questions.

Thank you,

A handwritten signature in black ink that reads 'Scott'.

Scott Bush,
Sales

City Council Meeting

Regular Session Minutes

March 9, 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 March 9, 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 Ponder, 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
Tom Garland, Parks and Recreation Assistant Director
Heather Massey, Police Captain
Chris Young, Fire Chief
Brandon Smith, Economic & Business Dev. Director
Wade Thomas, Technology and Logistics Director
Adam Brandon, IT Operations Manager
Sherri McIntyre, Public Works Director
Sarah Ranes, Deputy City Clerk

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

IV. PROCLAMATIONS

V. APPROVE MINUTES AND SUMMARIES

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

- A. Motion to approve the purchase of a Mueller 12" ball valve from Mid America Valve & Equipment Co. in an amount not to exceed \$35,036.00

Without a working valve, staff would be unable to use the high service pump. The current valve was originally put into service in 2003 and is nearing the end of its life. Since it is a high priority piece of equipment in the water distribution system and is attached to the highest horsepower, best producing pump, it needs to be replaced before it starts to fail.

Mid-America Valve is the trusted distributor of this brand of valve for our area. This ball valve is used to control the flow from high service pump #5, which pumps finished water into the distribution system and the valve is a crucial piece of equipment for the operation of a high service pump. High service pump#5 is the last of the five high service pumps to need a replacement valve.

Action: Council Member Watt moved to approve the purchase. 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

- B. Motion to authorize a blanket purchase order for sending biosolids to the Courtney Ridge Landfill in an amount not to exceed \$270,000.00

The Wastewater Treatment Plant creates biosolids as a by-product of the treatment process. These biosolids require safe disposal as required by Missouri Department of Natural Resources (MDNR) and the Environmental Protection Agency (EPA). In 2025, the Wastewater Treatment Plant produced 3,936 tons of biosolids.

Per MDNR and EPA regulations, there are three ways to dispose of biosolids.

1. Land application. Biosolids are used as fertilizer on agricultural fields. Staff discontinued the application of biosolids on privately owned agricultural fields after 2023 due to potential legal and human health issues from PFAS chemicals. Staff continues to monitor PFAS information and liability laws, and will reconsider land application with new information.
2. Incineration. Biosolids are sent through an incinerator which reduces them to ash. This method was not selected due to the required additional equipment, cost, and additional permitting (Air Quality Control Permit).
3. Landfill. Biosolids are hauled off to the landfill and disposed of in the landfill. Benefits of this are:
 - Reduced monitoring and testing reduce the potential of lawsuits.
 - Better protects human/wildlife health.

Staff currently send biosolids to the Courtney Ridge landfill at a cost of \$57.83 per ton (last year's rate). This rate will increase to \$64.18 per ton effective September 1, 2026. Based on historical biosolid weights and with these rates, the annual cost would not

exceed \$270,000.00. Courtney Ridge is only accepting biosolids and not providing any other services. Hauling/disposal is done by a contracted hauler, which is currently CMT Trucking and is on an hourly rate, but is not included in this action.

Courtney Ridge was selected due to cost (lowest cost) and location (about two miles from the Wastewater Treatment Plant). Staff had previously reached out to other landfills and their cost was much higher and the distance was greater (higher hauling cost). Some of the landfills were unwilling to accept biosolids. Others were unwilling to provide a quote.

Biosolids are created at the end of the wastewater treatment process. Biosolids are dewatered or dried in the Wastewater Treatment Facility's dewatering process to reduce the weight of the biosolids and stored in the dewatering bay. Once the dewatering bay is full, staff contacts CMT Trucking to schedule removal and disposal. Staff uses a City-owned loader to load the biosolids into CMT trucks for disposal at Courtney Ridge landfill. This is done up to two times per month.

Biosolids disposal is a significant expense of the wastewater treatment process and wastewater treatment staff will continue to evaluate biosolids disposal methods and identify the best methods based on legal issues, human health, and cost.

Action: Council Member Watt moved to approve the purchase order. 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

C. Motion to approve the emergency repair of the west lift station Flygt dry weather pump with JCI Industries, Inc. in an amount not to exceed \$54,790.19

Most sewers are gravity sewers, meaning that the pipe is installed at a fall or downward slope where the flow will naturally flow down the pipe to its destination. Gravity sewer doesn't work when sewage needs to go up hill. This is where lift stations come into play. A lift station has a wet well and pumps that are both designed to handle a certain volume specific to that particular lift station. The pump moves sewage from a lower elevation into a sewer pipe at a higher elevation that then allows the sewer to go back to gravity flow.

The west lift station, which is located on the wastewater treatment plant property, was taken out of service in January to identify issues affecting the performance of one of the station's two dry pumps. Although there are other wet and dry pumps onsite that provide some redundancy, they do not pump at the same rate and are not meant to be long-term backups. Dry weather pumps handle normal day-to-day operations of the lift station, meaning that flow is at a normal rate. Wet weather pumps handle high flow events like rain, snow melt, etc.

Ensuring this lift station is fully operational ensures optimal use of all the lift station's pumps and reduces the possibility of overflow due to diminished pumping rate.

No other bids were collected due to JCI being the local representative for Flygt pumps. Staff recommend the emergency repair of the west lift station Flygt dry weather pump with JCI Industries, Inc.

Action: Council Member Watt moved to approve the emergency repair. 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

D. Motion to approve the purchase of replacement bulk hypochlorite storage tanks from Indelco in an amount not to exceed \$40,509.60

The two tanks currently in use were installed in 2011 and are 6,100 gallons made of polyethylene. The fittings and piping used on the tank and for the transfer lines around the tank are all schedule 80 PVC. The material performs adequately against the corrosive nature of the sodium hypochlorite but all the glued joints do not. So, over time, there is a lot of work done replacing sections of pipe and being vigilant about finding leaks before they become a real hazard and a mess. Given their age, the best course of action is replacement.

The tanks that staff have quoted are 6,000 gallons and are made of HDLPE (high density Linear polyethylene). HDLPE is a plastic that is durable, corrosion-resistant, and chemically compatible for use as a storage tank. The other advantage to this material is that it is heat welded together and not glued. Sodium Hypochlorite will eventually break down any glued joint, but as long as a heat welded joint is done correctly, it will last without leaking indefinitely. HDLPE tanks also have a longer life expectancy than the polyethylene tanks the City have currently. HDLPE tanks can last 20– 30 years or even more under good conditions, as opposed to the 15–20-year expectancy that polyethylene tanks have.

Staff asked for bids on these tanks from Indelco and from Tank Depot. The total cost quoted from Indelco was \$40,509.60, and the cost quoted by Tank Depot was \$40,298.00. Based on previous experience, staff know Indelco to be a trustworthy partner that delivers on time without issue. While staff considered the proposal from Tank Depot, they have chosen to proceed with a vendor they have an established relationship with for this project.

Action: Council Member Watt moved to approve the purchase. 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

- E. Motion to authorize payment to First Due Holdings, Inc., for renewal of a cloud-based platform for EPCR, NFIRS/NERIS, planning and prevention, community connect, ITM, invoicing, inventory and training for the Fire Department in an amount not to exceed \$65,854.00

The Liberty Fire Department is requesting approval of the renewal payment for the annual subscription agreement with First Due Holdings, Inc. for the department's all-in-one records management and operational software platform. The First Due platform provides integrated solutions for incident reporting, EMS documentation, fire prevention, inspections, pre-incident planning, hydrant management, training records, scheduling, asset management, personnel records, and operational response tools.

The original agreement was approved by City Council in 2025 and included a prorated implementation period through December 31, 2025, after which the contract renews annually.

The system became operational on January 1, 2026, and has successfully consolidated multiple software platforms into a single system used daily by Fire Department personnel. The annual renewal cost for 2026 is \$52,954.00 for the primary First Due platform modules and integrations, along with an additional \$12,900.00 for supporting modules, implementation services, and expanded features, for a total annual cost of \$65,854.00. Renewal of this agreement will ensure continued access to the department's records management system and operational software necessary for emergency response, fire prevention, training compliance, scheduling, and regulatory reporting.

Action: Council Member Watt moved to approve the payment. 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

- F. Motion to approve the purchase of datacenter 'scale' server hardware from Logicalis, Inc. in an amount not to exceed \$106,899.07

This project authorizes the procurement and implementation of next-generation 'Scale' server hardware from Logicalis to replace the existing Community Center Dell VxRail cluster. This infrastructure serves as the City's critical secondary site, providing physical location separation and full disaster recovery (DR) capabilities for all internal systems.

The current cluster is five years old and will reach End of Support later this year. Continued use poses a risk of un-patchable security vulnerabilities and potential hardware failure without a safety net. This hardware provides failover capability. In the event of a catastrophic failure at the primary site, this cluster allows the City's internal systems to remain online.

The proposed solution is part of the OMNI State contract. This investment secures the City's virtual workload capacity through 2031.

Cost savings:

- Current Solution provided 5 years at a negotiated discounted total cost of \$399,881.10 for two locations.
- Proposed Solution (Scale cluster) provides us 5-year coverage through 2031 at \$106,899.07 for one location.

Cost-saving measures taken:

- Rip & Replace discount for migration
- Downsize storage environment due to cloud services
- Proper sized solution for disaster recovery vs oversized storage platform
- Better suited to the City's current storage needs

Action: Council Member Watt moved to approve the purchase. 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

G. Boards and Commissions Appointment

1. Tree Board

A. Appoint Morgan Conom to a term expiring 12/15/2028

Council Member Watt moved to approve the appointment. Council Member Phillips seconded the motion, which carried unanimously.

VIII. PUBLIC HEARINGS

A. Ordinance approving a plan for an Industrial Development Project authorizing the issuance of taxable industrial development revenue bonds in a maximum aggregate principal amount not to exceed \$41,052,000 and authorizing certain documents and actions in connection therewith

The LMV Liberty location opened back in 2012 with a \$67M investment and a roughly 213,000 square foot facility. In 2014, LMV embarked on an additional expansion, investing another \$49M and adding another 256,600 square feet, which brought their total footprint to 469,600 square feet and total investment to \$116M.

Dieomatic Incorporated (the "Company"), which does business as LMV Automotive Systems, has proposed this plan for an industrial development project located at their current facility at 3251 E. Heartland Drive, Liberty, MO 64068. The estimated cost of the project totals \$40,984,865 consisting entirely of costs related to the personal property comprising the equipment.

The company is seeking a tax abatement of 75% for 10 years on personal property equipment. The equipment to be acquired and installed includes manufacturing machinery and assembly equipment.

This project will create approximately 154 jobs with an average wage around \$78,000. The project will also create an additional \$665,386.00 in PILOTS paid to the affected taxing entities over the life of the abatement. The benefit to the applicant/project will total \$1,996,158.00.

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. 10101 was read.

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

Roll Call:

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. 12265.

B. Adoption of the 2026 Utility Rates

Based on the review of the 2026 Water, Wastewater and Solid Waste Fund expenditure budgets, the Budget Committee and staff are recommending an increase in utility rates within all three funds. They are as follows:

Rates

Water (4.0% Increase)

	<u>2025 Rates</u>	<u>Proposed 2026 Rates</u>
Monthly Customer Charge	\$9.00	\$9.36

Volume Charges

Minimum Volume Charge	\$3.78	\$3.93
1,001 to 2,000 Gallons	\$8.11/1,000 gals	\$8.43/1,000 gals
Next 18,000 Gallons	\$6.67/1,000 gals	\$6.94/1,000 gals
20,001 to 100,000 Gallons	\$6.02/1,000 gals	\$6.26/1,000 gals
Over 100,000 Gallons	\$4.71/1,000 gals	\$4.90/1,000 gals

Wastewater (1.0% Increase)

Residential and

Commercial Accounts

Monthly Customer Charge	\$9.43	\$9.52
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Volume Charges

Minimum Volume Charge	\$8.03	\$8.11
Over 1,000 Gallons	\$17.46/1,000 gals	\$17.63/1,000 gals

Car Washes

Monthly Customer Charge	\$9.43	\$9.52
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Volume Charges

Minimum Volume Charge	\$8.03	\$8.11
Over 1,000 Gallons	\$16.59/1,000 gals	\$16.76/1,000 gals

Solid Waste (14.00% Increase)

\$24.06/month	\$27.43/month
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In 2026, the City of Liberty has recommended increases in water, wastewater, and solid waste rates. These adjustments are essential to support infrastructure improvements, particularly the rehabilitation and repair of aging utilities. The City Council, Budget Committee, and staff have collaborated to incorporate numerous cost

efficiencies into the utility budgets, ensuring that rate increases are used effectively to enhance service reliability and infrastructure.

The 2026 rate recommendations for the wastewater fund remain below the levels suggested by the HDR study conducted prior to the 2012 construction of the wastewater treatment plant. This study served as a feasibility assessment for the plant's development.

Despite certain cost increases, the implementation of efficiencies has led to significant cost avoidance, allowing utility funds to cover priority expenditures such as capital replacements and system maintenance. The Mayor, City Council, and staff are committed to managing utilities responsibly, ensuring that rate increases directly contribute to infrastructure enhancements. This approach aligns with the priority of rehabilitating and repairing aging utilities.

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

1. Ordinance amending Section 29-25(a) "Water Rates" of the Code of the City of Liberty, Missouri

Document No. 10102 was read.

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

Roll Call:

Vote: Motion passed unanimously.

Action: Council Member Phillips moved to approve the ordinance. Council Member Graham 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. 12266.

2. Ordinance amending Section 29-49.1 "Sanitary Sewer Rates" of the Code of the City of Liberty, Missouri

Document No. 10103 was read.

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

Roll Call:

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Graham 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. 12267.

3. Resolution adopting Solid Waste (Sanitation) Service Charges

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. 3526

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance acknowledging vendor payments for the period of February 13, 2026 to February 27, 2026

1. Ordinance excluding Screen Vision Media payments

Document No. 10104 was read.

Action: Council Member Phillips moved to approve the vendor payments. Council Member Graham 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. 12268.

2. Ordinance including Screen Vision Media payments

Document No. 10105 was read.

Action: Council Member Phillips moved to approve the vendor payments. Council Member Travis 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. 12269.

B. Ordinance approving an agreement for services with Teklabs, Inc. for laboratory services for the Wastewater Treatment Plant in an amount not to exceed \$28,000.00

Liberty started using Teklabs, Inc in 2024 for sample analysis at the Wastewater Treatment Plant. Teklabs has been very responsive with results, which has been crucial for process control. This action is to continue the laboratory services with Teklabs for the Wastewater Treatment Plant in 2026.

Sampling can be defined in two terms: permit compliance sampling and process control sampling. Permit sampling is used to verify compliance with our Missouri Department of Natural Resources permit number MO0137111. The permit clearly outlines the permitted value of nutrients and contaminants that are allowed to be discharged to the receiving stream (Little Shoal) from our effluent discharge. Permit sampling consists of: influent, discharge, instream and biosolids sampling.

1. Influent sampling is performed, so the plant can document incoming nutrient and contaminant loading and to aid with calculating removal rates for nutrients.
2. Discharge sampling is performed to document the nutrients and contaminants that are discharged into the receiving stream and to calculate the effectiveness of the treatment process. It is also used to calculate removal rates for nutrients.
3. Instream sampling is performed to evaluate the effect that the Wastewater Treatment plant is having on the stream.
4. Biosolids are tested to maintain a Class B Biosolids rating, to maintain compliance with the Missouri Department of Natural Resources and the Environmental Protection Agency.

Teklabs, Inc will perform the permit compliance tests and report the values to the Wastewater Treatment Plant. These values are then be assembled into a monthly Electronic Discharge Monitoring Report (EDMR) and reported to the Missouri Department of Natural Resources.

Because this is a specialized service there are a limited number of companies that offer these services. There are currently two known local labs for wastewater services and they are Pace and Teklabs. Teklabs is the preferred lab due to shorter lead times and higher quality control.

Document No. 10106 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 Graham 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. 12270.

C. 2025 Encumbrances

The City's financial system uses an encumbrance process when purchase orders are issued. An encumbrance reserves the budgeted funds for each open purchase order. The City's purchasing policy requires a purchase order be issued for all projects and individual items in excess of \$5,000 and/or purchases that require a signed contract for any dollar amount.

As part of the year-end accounting process, Finance analyzes all open purchase orders to determine their year-end status. This analysis details which purchase orders need to be canceled (goods received/services complete) and which ones are to be classified as encumbrances.

Encumbrances result from an approved 2025 purchase which, due to the timing of the receipt of the good or service, cannot be paid by the end of the 2025 fiscal year, but will be paid in 2026 when the goods are received or the service completed. To ensure proper budgetary treatment of all encumbrances, open amounts are totaled by fund and reservations on fund balances are made during the 2025 year-end close.

In 2026, the bills are actually paid. Therefore, there is a need to appropriate the value of each item encumbered into the 2026 budget. The source of the additional budget appropriation is effectively from the reserved fund balance.

This sort of treatment is prescribed by accounting requirements and is a housekeeping item and does not represent new 2026 funds for departments to use. It only balances prior and current year budgetary actions brought on by the end of the year close out requirements.

Adoption of this proposed ordinance approves the 2025 year-end open encumbrances in the amount of \$2,771,666.31 to be recorded as part of the 2026 budget.

1. Ordinance amending Ordinance No. 12215 Adoption of the FY2026 Budget for the City of Liberty, Missouri

Document No. 10107 was read.

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

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member 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. 12271.

2. Ordinance amending Ordinance No. - 12214 Adopting the Annual Park and Parks Sales Tax Budgets for the City of Liberty, Clay County, Missouri for the FY2026

Document No. 10108 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 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. 12272.

- D. Ordinance approving an agreement for service for manhole rehabilitation for the sanitary sewer truck line with HK Solutions Group/Hydro-Klean in an amount not to exceed \$183,400.00

The City of Liberty proposes to enter into an agreement for service with HK Solutions / Hydro-Clean Group to rehabilitate 20 deteriorated sewer manholes within the wastewater collection system. Several of these manholes are experiencing significant water infiltration, contributing to inflow and infiltration issues and increased system loading during wet-weather events.

HK Solutions previously completed a similar manhole rehabilitation project for the City with successful results, including improved structural integrity and reduced infiltration. Based on the proven performance of the prior work, the proprietary nature of the technology, and the need to address ongoing infiltration concerns, staff recommends proceeding with this second phase of rehabilitation.

HK Solutions is an approved vendor through the Purchasing Cooperative of America (PCA), allowing the City to procure these services in compliance with procurement regulations without formal bidding.

Document No. 10109 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 Hagan moved to approve the ordinance. Council Member Graham 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. 12273.

- E. Ordinance approving a contract for professional engineering services with Veenstra & Kimm Engineering for the Liberty Drive and Conistor Street water line replacement in an amount not to exceed \$114,700.00

By replacing the aging 10-inch and 12-inch water main on Liberty Drive / Conistor Street with a C-900 12-inch plastic pipe, staff can avoid ongoing repairs and reduce the need for frequent, costly emergency repairs.

Veenstra & Kimm, a qualified firm with extensive experience in water main design and infrastructure projects, will conduct a comprehensive assessment of the current water main system and provide a detailed engineering plan that includes DNR permits. This firm will conduct a thorough assessment of the current system and design a plan to replace the old 10-inch and 12-inch water main with a more durable C900 plastic pipe. The design will also consider traffic impacts during construction, future demand, new technology, and updated materials to ensure long-term reliability.

Replacing the water main will be an investment in the City's infrastructure along a heavily traveled street that will serve the community for many years to come.

Document No. 10110 was read.

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

Vote: Motion passed 8-0-0

Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12274.

F. Ordinance approving an agreement with WithersRavenel for professional engineering services to develop a Waterline Capital Investment Model in an amount not to exceed \$44,717.00

The water lines within the water distribution system are one of the largest and most expensive capital investments within the City. The City continues to see an increase in water main breaks and staff is concerned that the rate of water main breaks will only continue as the existing infrastructure continues to age. Staff are confident that the City's current investment in the Mississippi Street water line project and the Liberty Drive water line project are some of the most critical projects necessary to maintain the distribution system due to the number of water line breaks along each section and the impact water line breaks have on the adjacent residents.

The proposed lifecycle model will utilize deterioration cycles of existing infrastructure, the City's GIS information, water line break experience records, construction cost estimates, inflation estimates and desired service levels to provide data-based information that staff and the City Council can utilize to make informed decisions about water rates and capital investment levels.

The proposed service contract will establish a model that can be updated in the future as more information is gathered and re-investment in the system completed. The onetime fee for model development is \$18,042.00. The one-year managed service fee is \$26,675.00 for the first year and can be renewed or discontinued after the first year of service. The total fee for the proposed service contract is \$44,717.00 and was negotiated utilizing a cooperative contract through Sourcewell.

Document No. 10111 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. 12275.

G. Resolution authorizing the purchase of 250 trees utilizing Fee in Lieu Tree funding which will be planted within the City of Liberty, Clay County, Missouri in

celebration of the 250th anniversary of the signing of the Declaration of Independence

The Mayor, City Council, and America 250 Taskforce asked the Liberty Tree Board and Parks staff to organize a tree planting initiative to plant 250 trees in Liberty in 2026 in celebration of the 250th anniversary of the signing of the Declaration of Independence. To begin this process, the Liberty Tree Board and Parks staff were asked to provide a list of native tree varieties that can live 250 or more years, to suggest locations where the trees should be planted, and to offer the trees to Liberty property owners for planting within Liberty city limits. The Liberty Tree Board and Parks staff intend to host planting days and tree pick-up days in April and October, and all 250 trees will be planted by the end of 2026.

Additionally, Ford Motor Company recently contributed to the Fee in Lieu Tree fund, and requested that those funds be used for this America 250 tree planting project. Fee in Lieu Tree funds are typically only utilized to fund the addition of trees on public property and in the right-of-way. Using the Fee In-Lieu Tree fund to provide trees to private property owners within the City of Liberty requires a variance.

Expanding eligibility to include private property owners will increase the overall tree canopy in Liberty. While City-owned properties and right-of-way are important planting sites, they represent only a small portion of the total land area within the City. By allowing private property owners to participate, the City can maximize the areas where trees can be planted.

The trees selected for this project include Swamp White Oak, Bur Oak, Red Oak, London Plane, Bald Cypress, Ginkgo and Zelkova trees. Since these will all be large shade trees when fully mature, they will be visible from public right-of-way, and each tree planted will contribute the same public benefits whether planted on public or private property. Each tree will provide hundreds of years of public benefits, including carbon sequestration, oxygen production, stormwater absorption, urban heat reduction, and improved air quality.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3527

H. Resolution authorizing the filing of a grant application for intersection improvements at MO-291 and Leonard Street with the Mid-America Regional Council

The Mid-America Regional Council (MARC) as the Metropolitan Planning Organization (MPO) for Greater Kansas City is currently seeking project proposals for four Federal Highway Administration programs for fiscal years 2029 and 2030:

- Carbon Reduction Program (CRP) for projects designed to reduce transportation emissions, defined as carbon dioxide emissions, from on-road sources.
- Congestion Mitigation Air Quality (CMAQ) for transportation projects that improve air quality.
- Surface Transportation Block Grant Program (STBG) for roadway projects on the federal highway system, capital improvements for public transportation and other multimodal projects.
- Transportation Alternatives Program (TAP) for a variety of smaller-scale transportation and community improvement projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, vegetation management, and historic preservation.

MARC expects to distribute about \$119.6 million in funding in Kansas and Missouri. The City of Liberty, Department of Public Works, intends to make applications for the following project:

Grant Application: Intersection improvements at MO-291 and Leonard St.:

The intersection of MO-291 and S. Leonard St. presents a significant opportunity to improve safety, mobility and multimodal access. This intersection serves as a primary entry point to the corridor and functions as a major connection between regional traffic on MO-291 and local destinations within Liberty.

The current intersection includes a high-speed, free-flow right-turn lane from northbound MO-291 onto Leonard Street. This channelized turn lane allows for continuous right-turn movements at relatively high speeds, contributing to long crossing distances and increased risk for pedestrians. The intersection is characterized by wide curb radii, inconsistent sidewalk connections, and minimal pedestrian refuge areas. The intersection also lacks sufficient left-turn storage capacity for southbound MO-291 traffic turning onto Leonard Street. This constraint leads to queuing during peak periods and contributes to delays and rear-end crash risks. Although signalized, the current configuration prioritizes vehicular flow and lacks design elements supporting walkability or bicycle safety.

The proposed project is estimated at \$2,000,000.00 for construction and would provide a comprehensive reconfiguration of the Leonard Street and MO-291 intersection to address the observed deficiencies and better align the design with Liberty's Complete Streets and livability goals. Key improvements could potentially include:

- Removal of the free-flow right-turn lane from northbound MO-291 to Leonard Street. This channelized movement would be replaced with a tighter, signal-controlled right-turn that requires yielding to pedestrians and reduces turning speeds.
- Reconstruction of the curb geometry at the southeast and northeast corners of the intersection to reduce turning radii. This geometry shift will shorten pedestrian crossing distances and encourage slower, safer turns.
- Installation of a dedicated southbound left-turn lane on MO-291, including a longer storage bay and revised signal phasing to accommodate left-turn demand onto Leonard Street without impeding through-traffic.

- Upgrade of the existing traffic signal system to reflect new turning movements, accommodate additional pedestrian phases, and enhance overall efficiency and safety.
- Improved sidewalk and curb ramp connections at all four corners of the intersection, providing ADA-compliant facilities and consistent pedestrian network continuity.

If awarded, the City could receive up to 80% of the estimated construction cost back as reimbursements. If awarded, the City would be required to, per established policy, provide a processing fee to MARC equal to 1.0% of federal funds awarded. Sponsors of projects awarded funding will be invoiced in 2027 to be paid using non-federal funds.

Staff recommends applying for grant funding through the current MARC funding cycle. In the event that grant applications are awarded, staff would bring back to Council a request to utilize City funds for the 1% processing fee and, in time, a grant funding agreement with the responsible Federal Agency.

Action: Council Member Graham 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. 3528

I. Resolution authorizing the filing of a grant application for sidewalk improvements east along MO-291 Highway from City Park with the Mid-America Regional Council

The Mid-America Regional Council (MARC) as the Metropolitan Planning Organization (MPO) for Greater Kansas City are currently seeking project proposals for four Federal Highway Administration programs for federal fiscal years 2029 and 2030:

- Carbon Reduction Program (CRP) for projects designed to reduce transportation emissions, defined as carbon dioxide emissions, from on-road sources.
- Congestion Mitigation Air Quality (CMAQ) for transportation projects that improve air quality.
- Surface Transportation Block Grant Program (STBG) for roadway projects on the federal highway system, capital improvements for public transportation and other multimodal projects.
- Transportation Alternatives Program (TAP) for a variety of smaller-scale transportation and community improvement projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, vegetation management, and historic preservation.

MARC expects to distribute about \$119.6 million in funding in Kansas and Missouri. The City of Liberty, Department of Public Works, intends to make applications for the following project:

Grant Application: Sidewalk Improvements East along MO-291 from City Park:

City Park is a high-volume, high-visibility recreational center along the MO-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. On September 23, 2024, the City Council authorized the design of two distinct subprojects, the first of which would result in the design of sidewalk radiating out from City Park to the north along City-owned and maintained streets and the second of which would result in the design of sidewalk radiating out from City Park to the east along MO-291 to the intersection of W. Murray Road and south to S. Skyline Drive, the majority of which is in State Right of Way.

It is this second project within the State Right of Way for which the City would make an application for federal funding. The proposed project is estimated at \$750,000.00 for construction and would provide the first link of sidewalk connectivity from City Park along and south of MO291. If awarded, the City could receive up to 80% of the estimated construction cost back as reimbursements. If awarded, the City would be required to, per established policy, provide a processing fee to MARC equal to 1.0% of federal funds awarded. Sponsors of projects awarded funding will be invoiced in 2027 to be paid using non-federal funds.

Staff recommends applying for grant funding through the current MARC funding cycle. In the event that grant applications are awarded, Staff would bring back to Council a request to utilize City funds for the 1% processing fee and, in time, a grant funding agreement with the responsible Federal Agency.

Action: Council Member Gentrup 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. 3529

X. OTHER BUSINESS

XI. CITIZENS' PARTICIPATION

Loretta Kline – 2162 Little Creek Court, Liberty, MO – Mrs. Kline thanked the City Council for the opportunity to speak. Mrs. Kline informed the City Council that her and her husband Robert have been residents of Liberty since 1999 and in 2021 they moved to the Homestead Hills Subdivision. Mrs. Kline stated she became concerned when she learned a data center had been approved to be constructed near their home. Mrs. Kline encourages the City to keep the residents informed of the projects progress and she hope that people, pets and wildlife isn't negatively impacted by this project. Mrs. Kline thanked the City Council for ensuring the health and safety of Liberty residents.

Robert Kline – 2162 Little Creek Court, Liberty, MO – Mr. Kline informed the City Council that he is a proud resident of Liberty for over 26 years. Mr. Kline had questions and asked the City Council if they were aware that once the Metrobloks Data Center is completed, that it will be less than one mile from a residential neighborhood? Mr. Kline further asked the City Council if the City has conducted studies to assess the impact of the Metrobloks Data Center on the health and safety of nearby residents and pets? Mr. Kline stated he urges the City, City Council and Metrobloks Data Center to communicate with the residents to ensure they will be a good neighbor and he thanked the City Council for the opportunity to speak.

Lisa Sanneman – 614 Harborview Drive, Smithville, MO addressed the City Council regarding her late husband Steve Sanneman, a fallen Liberty firefighter who served the City of Liberty for over 20 years. Mrs. Sanneman informed the City Council the City has been very public in stating his death was a direct result of his employment, furthermore, the City ensured Mr. Sanneman receive a Line of Duty Death Funeral. Mrs. Sanneman expressed concern of a City Facebook post regarding the placement of a memorial medallion at his gravesite without her permission and the absence of a formal apology following its removal. Mrs. Sanneman further expressed that she has tried to inform the City Council of the two separates claims and how Mr. Sanneman’s State benefits and honors cannot move forward without an approved Missouri Worker’s Compensation Claim.

XII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIV. ADJOURNMENT

The meeting adjourned at 8:23 p.m.

Greg Canuteson, Mayor

Attest:

Deputy City Clerk

City Council Meeting

Regular Session Minutes

March 23, 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 March 23, 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 Hagan, who then led the pledge of allegiance.

III. ROLL CALL

Council Members Present: Harold Phillips and Shelton Ponder, Ward I
Kelley Wrenn Poze 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
BJ Staab, Parks and Recreation Director
Jim Martin, Police 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
13 members of the public

IV. PROCLAMATIONS

Liberty High School Girls Wrestling Team Recognition

Mayor Canuteson read the Proclamation and presented it to representatives of the Girls Wrestling Team.

Liberty High School Boys Wrestling Team Recognition

Mayor Canuteson read the Proclamation and presented it to representatives of the Boys Wrestling Team.

V. APPROVE MINUTES AND SUMMARIES

A. Special Session Minutes of December 1, 2025

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

B. Executive Session Minutes of December 1, 2025

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

C. Regular Session Minutes of February 9, 2026

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

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. Motion to approve the purchase of three John Deere zero-turn mowers from Lawn and Leisure for the Public Works Department in an amount not to exceed \$42,430.83

The annual Capital Improvement Plan, completed with the annual budget, has allocated funds for the purchase of critical equipment necessary for the maintenance of infrastructure and delivery of services. Staff have identified the need for three new zero turn mowers. This will replace the existing zero-turn mowers.

The mowers are used to mow along improved sections of medians, fire stations, parkways, and city right-of-way. The existing mowers will be sold through an auction site.

The following quotes were received:

- Lawn & Leisure John Deere for \$14,143.61 each for a total of \$42,430.83
- Heritage Tractor John Deere for \$14,282.73 each for a total of \$42,848.19

Staff recommend the purchase of three new John Deere zero-turn mowers from Lawn & Leisure.

Action: Council Member Hagan moved to approve the purchase. 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

B. Special Session Minutes of December 8, 2025

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

C. Executive Session Minutes of December 8, 2025

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

D. Regular Session Minutes of February 23, 2026

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

VIII. PUBLIC HEARINGS

A. Ordinance approving a plan for an Industrial Development Project authorizing the City of Liberty, Missouri to issue taxable industrial development revenue bonds in a principal amount not to exceed \$1,401,000,000 in connection with the Metrobloks Project and authorizing certain documents and actions in connection therewith

The Project consists of acquiring approximately 28 acres of land (the Project Site) and constructing, improving, equipping and installing a state-of-the-art data center campus on the Project Site designed with sustainability, reliability, and community benefits in mind, to deliver secure, AI ready infrastructure while minimizing environmental impact through energy-efficient, low-water-consumption designs. The real property improvements will consist of approximately 568,800 square feet of building space, anticipated to be spread over three buildings, with steel structures and precast concrete exterior walls, as well as related infrastructure. The personal property to be installed as part of the Project includes electrical and mechanical systems that support uninterrupted 24/7 operations.

The total cost of the Project is estimated to be \$1,401,000,000, consisting of approximately \$543,000,000 in real property improvements and \$858,000,000 in personal property.

The incentive request consists of a real and personal property tax abatement that will also include a sales/use tax exemption.

- Real Property - 75% for years 1–25
- Personal property — 100% for years 1–5; 90% for years 6–25.

- The tax impact at full build out:
- Tax revenue over the life of the abatement without the project totals \$33,728.
- Revenue generated from the PILOTS from this project over the life of the abatement totals \$48,982,136.
- The value of the abatement to the applicant totals \$202,749,920.

Metrobloks develops and operates energy- and water-efficient data centers that provide secure, high-availability space and power for cloud, AI, and enterprise customers. At the project site, Metrobloks will design, construct, and manage a multi-tenant digital infrastructure campus supporting regional technology growth.

During the December City Council meeting, it was established that Metrobloks would be responsible for constructing its own substation to support the second and third phases of the project. Furthermore, data centers requiring 75MW or more of electricity will pay a premium rate, which serves to maintain lower utility costs for all other customers.

Regarding environmental impact, the facility's water usage is significantly lower than typical hyperscale centers. By utilizing a closed-loop system, this project will consume 85% less water than a standard office building of a comparable size.

Jason Klindt – Evergy – Mr. Klindt noted that the project is expected to have a positive impact on utility rates, creating downward pressure as the increased kilowatt-hour usage helps drive down costs for all customers. He clarified that this project is not of the same magnitude as other data centers. Additionally, Mr. Klindt stated that if the project expands to 75 megawatts, a large load power service tariff would apply. Under this tariff, Metrobloks would pay a higher rate than the average customer. He also reaffirmed that these types of developments always cover the costs of their own infrastructure.

Hope with Metrobloks Data Center spoke to the City Council regarding possible noise. Hope informed the City Council that there is an opportunity for data centers to be noisy from chillers and generators but assured the City Council there are ways to mitigate the noise by installing enclosures near the generators, sound walls, berms, spacing and site planning to reduce any noise. Hope stated Metrobloks goal is to hit really low decibels at any neighboring residential property lines. Metrobloks aims for the 50-55 decibel limit.

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

Maggie Duffin – 709 Midjay Drive, Liberty, MO. Ms. Duffin stated she was born and raised in Liberty and wanted to share her concerns regarding the Metrobloks Data Center. Ms. Duffin is concerned about the scale of the proposed tax abatement, noting that it could reportedly fund 23 community centers. She contrasted this with the fact that a \$60M proposal for a new community center failed to pass just two years ago. While she expressed pride in Liberty's current parks and trails, she feels this specific project does not offer a favorable cost-benefit analysis for citizens. Ms. Duffin is worried that residents aren't receiving any clear benefits from this project and expressed her concern regarding potential increases in utility rates and light pollution.

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

Document No. 10112 was read.

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

Roll Call:

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. 12276.

1. Ordinance approving a Community Benefits Agreement

This Agreement has been developed to ensure participation by the local community in the economic opportunities available in connection with the development of the Project. This agreement will provide for support of the Liberty Institute for Science and Ethics and further the developer's commitment to support education and research initiatives related to artificial intelligence and other emerging technologies.

The Parties wish to provide for certain community benefits in connection with the construction, operation, and maintenance of the Project, including, without limitation, furthering education and research initiatives related to artificial intelligence and other emerging technologies.

In furtherance of the goals of this Agreement, the Developer (and/or its Affiliates) shall, and shall cause each Tenant to, make an annual payment to the Institute in immediately available funds pursuant to the schedule set forth in the agreement (the "Annual Community Investment(s)"), except as otherwise provided herein. The developer (or Affiliate) shall make the first Annual Community Investment on or before the date on which the City issues a building permit to commence construction of any portion or phase of the Project. For each year of the Term thereafter, the Annual Community Investment(s) shall be due on or before July 1. Each tenant shall participate based on the same schedule, beginning with the year in which the tenant takes possession of or otherwise has the right to access space within the Project.

The total community benefit provided by the developer over a 25-year period will total \$9.25M. The total community benefit provided by the tenants over a 25-year period will total \$18.5M. The total community benefit provided by the developer and the tenants over the 25- year period will total \$27.75M.

Document No. 10113 was read.

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

Vote: Motion passed unanimously.

Action: Council Member Watt moved to approve the agreement. 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. 12277.

2. Resolution appointing Directors to the Liberty Institute for Science and Ethics

The Liberty Institute for Science and Ethics is a Missouri nonprofit corporation organized exclusively for charitable, scientific and educational purposes. The institute is to increase our understanding of science through basic scientific research in emerging technologies and expand the boundaries of science, specifically to:

- Explore the ethical impact of artificial intelligence, robotics, and other emerging technologies;
- Conduct, sponsor, and support basic scientific research activities and programs that advance knowledge and innovation in emerging technologies;
- Conduct, sponsor, and support activities and programs that advance the liberal arts and humanities, as they relate to the ethical impact of artificial intelligence, robotics, and other emerging technologies;
- Establish, fund, and administer scholarship programs for students pursuing education in the areas of emerging technologies, basic scientific research, philosophy, history, humanities, liberal arts, and related disciplines;
- Collaborate with educational institutions, governmental entities, businesses, and other organizations to further the purposes set forth above;
- Receive, hold, invest, and administer property and to make expenditures to or for the benefit of the purposes set forth above.

The following individuals are nominated as the initial directors of the Liberty Institute for Science and Ethics:

- Greg Canuteson
- Kevin Graham
- Kelly Wrenn Pozel
- Mike Hagan
- Jeff Dema

- Karly Schieder
- Garrett Brown

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

Vote: Motion passed 5-0-3
 Yes: Council Members Phillips, Ponder, Travis, Watt and Gentrup
 No: None
 Abstain: Council Members Pozel, Graham and Hagan
 Inscribed in Resolution No. 3530

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

- A. Ordinance acknowledging vendor payments for the period of February 27, 2026 to March 13, 2026

Document No. 10114 was read.

Action: Council Member Hagan moved to approve the vendor payments. Council Member Graham 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. 12278.

- B. Ordinance approving a contract with AAIM Services, LLC for the replacement of the Liberty Community Center Theater HVAC Units RTU #11 (Theater Stage) and RTU #12 (Theater House) in an amount not to exceed \$509,500.00

The Liberty Community Center theater’s climate control system currently relies on two original Mammoth air handling units installed in 1992. RTU #11 serves the theater stage, while RTU #12 services the audience seating area. Due to their 34-year age, the City’s maintenance vendor, Myrick Mechanical, has reported significant challenges in sourcing OEM parts, requiring unreliable retrofit repairs that threaten the long-term operational stability of the theater.

To address these deficiencies, the 2026 Parks and Recreation Capital Budget includes the replacement of these units with Engineered Air models. This brand was selected based on the proven reliability of the center’s Natatorium unit, which was installed in 2023.

A Request for Proposal (RFP) was issued and advertised via the Courier-Tribune, with direct outreach to 14 regional vendors. Five vendors attended the mandatory pre-bid conference and submitted the following proposals:

VENDOR	SUBMITTAL
AAIM Services	\$509,500.00
EMCOR Services	\$571,148.00
Design Mechanical Inc. KC	\$591,995.00
Myrick Mechanical	\$622,902.40
Lippert Mechanical Services	\$642,342.00

The units carry a lead time of 26–28 weeks. Installation is expected to take two weeks following delivery. To minimize public impact, staff will coordinate with the vendor to schedule rooftop crane work during theater "dark" days. A brief closure of one to two days will be required for safety during the unit swap; otherwise, the theater will remain operational throughout the project.

Staff recommends the City Council approve an ordinance to contract with AAIM Services for the purchase and installation of two Engineered Air units for an amount not to exceed \$509,500.00. The contract includes a two-year warranty on both the HVAC units and the UV Centurion components.

Document No. 10115 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 Graham 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. 12279.

- C. Ordinance approving a guaranteed pricing agreement with TW Custom Branding for FY2026 adult softball apparel in an amount not to exceed \$2,872.80

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. Two proposals were received: TW Custom Branding and

TEAMBILT. An RFP was also sent to Custom Graphics and Challenger Teamwear with no response.

A “basket of goods” analysis was used to compare the unit pricing proposed. Staff used FY 2025 participation numbers of apparel units to project FY 2026 and 2027 annual costs per item bid.

- Award #1 – TW Sportswear – adult sports apparel - \$2,872.80
- A contract has been written for the amount budgeted.

Document No. 10116 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-1

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

No: None

Abstain: Council Member Graham

Approved by the Chair and inscribed in Ordinance No. 12280.

- D. Ordinance approving a contract with Tandem Paving Co, Inc. for the City of Liberty 2026 Street Maintenance Pavement Restoration Project (26-004) in an amount of \$1,952,790.90 with funding authorization up to and in a not to exceed amount of \$2,050,430.00

The City’s Capital Improvement Plan includes a Street Restoration Program in order to project expenditures necessary for streets in need of restoration. This action pertains to the 2026 Street Maintenance Pavement Restoration Project (SMPRP), otherwise known as Project 26-004.

The 2026 SMPRP project includes:

- The placement of approximately 18, 305 tons of asphaltic concrete surface on over two dozen public streets as identified in the list below:

Street	From	To
S. Stewart Rd.	Consitor St.	City Limits
Blue Bell Ave	Liberty Dr.	Larkspur Dr.
Circle Dr.	Liberty High School	448 Circle Dr.
Clay Circle	Cul De Sac	NA
Clay Ct.	Cul De Sac	NA
Clay Dr.	Liberty Dr.	Liberty Dr.
Forest Ave.	Kansas St.	Thompson Ave.
Forest Ct.	Forest Ave.	Cul De Sac
Forest Ln	Cul De Sac	End
Frontage Rd.	Kansas St.	Crowley Parking Lot
Garden Dr.	Cul De Sac	NA
Glenn Hendren Dr.	291.00	Nashua Dr.
Kansas St.	N. Ridge Ave.	Harrison St.
Lake Rd	Nashua Rd	Northern End
Larkspur Ct.	Cul De Sac	NA
Larkspur Dr.	Liberty Dr.	Clay Dr.

Liberty Dr.	Route 291	S. Ridge
Lightburne Glenn Hendren Intersection	Intersection	End
Linden Rd	Cul De Sac	Forest Ln
Midjay Dr.	S. Stewart Rd.	Liberty Dr.
Park Ln.	Wellington Way	Broadmore Ln.
Snowdrop Cir.	Cul De Sac	NA
South Liberty Parkway	Western Limits	Withers
Thompson Ave.	Liberty High School	Cul De Sac
Wellington Way	Withers Rd	End

The above street selections were made in the third quarter of 2025 with that assessment selection and prioritization informed by:

- Pavement Condition Indexing (PCI) data;
- Volume and usage data;
- Field reports from street maintenance staff; and
- Known public and private utility projects that are planned along or adjacent to public streets.

A bid manual was put together and publicly advertised with bids being publicly opened and read on January 30, 2026. The four bidders were:

- Emery Sapp & Sons, Inc. — \$2,110,549.60
- Metro Asphalt Inc. - \$2,071,068.50
- Superior Bowen Asphalt Company, LLC - \$2,041,679.10
- Tandem Paving Co, Inc. — \$1,952,790.90

Staff recommends approval of a contract with Tandem Paving Co, Inc. for the City of Liberty 2026 Street Maintenance Pavement Restoration Project (26-004) in the amount of \$1,952,790.90 with additional funding authorization of \$97,639.10 for a total requested authorization of \$2,050,430.00. The amount requested for approval includes both the contract amount of \$1,952,790.90 and the addition of an approximate 5% contingency (\$97,639.10). Contingency is requested for the following reasons:

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

The 2026 Street Restoration Project base budget was established at \$3,000,000.00 for 2026 during CIP development. This includes \$1,750,000.00 from Capital Sales Tax and \$1,250,000.00 from Transportation Sales Tax.

Document No. 10117 was read.

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

Vote: Motion passed unanimously.

Action: Council Member 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. 12281.

- E. Ordinance approving a contract with McConnell & Associates Corp. for The City of Liberty 2026 Concrete Flatwork Replacement Project (26-005) in an amount of \$388,851.00 with funding authorization up to and in a not to exceed amount of \$425,000.00

The City's Capital Improvement Plan includes a Street Restoration Program in order to project expenditures necessary for streets in need of restoration. This action pertains to the 2026 Concrete Flatwork Replacement Program (CFRP), otherwise known as Project 26-005.

The 2026 CFRP project includes the following:

- The removal and replacement of approximately 37 ADA curb ramps;

- The removal and replacement of approximately 1,238 square feet of concrete sidewalk; and
- The removal and replacement of approximately 3,211 linear feet of concrete curb and gutter.

Locations which are included within the project are as follows:

- Immediately adjacent to the selected streets being restored as part of the 2026 Street Maintenance Pavement Restoration Project;
- Select locations along Stewart Rd. adjacent to Liberty Commons, Rosewood Dr., Holt Dr., S. Withers Rd. and Progress St.

A bid manual was put together and publicly advertised with bids publicly opened and read on February 27, 2026. The two bidders were:

- Inco USA LLC - \$389,625.71
- McConnell & Associates Corp. - \$388,851.00

Staff recommends approval of a contract with McConnell & Associates Corp. for the City of Liberty 2026 Concrete Flatwork Replacement Project (26-005) in the amount of \$388,851.00 with additional funding authorization of \$36,149.00 for a total requested authorization of \$425,000.00. The amount requested for approval includes both the contract amount of \$388,851.00 and the addition of an approximate 10% contingency (\$36,149.00). Contingency is requested for the following reasons:

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

The 2026 Street Restoration Project base budget was established at \$3,000,000.00 for 2026 during CIP development. This includes \$1,750,000.00 from Capital Sales Tax and \$1,250,000.00 from Transportation Sales Tax.

Document No. 10118 was read.

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

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member 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. 12282.

- F. Ordinance approving a contract with Streetwise, Inc. for the City of Liberty 2026 Pavement Marking Project (26-008) in an amount of \$96,797.80 with funding authorization up to and not to exceed \$106,000.00

The City's Capital Improvement Plan includes considerations for annual pavement marking improvements to streets with faded street markings. The 2026 Pavement Marking Project will result in the application of:

- Approximately 36,325 linear feet of water-based paint pavement markings;
- Approximately 18,166 linear feet of Methyl Methacrylate (MMA) pavement markings; and
- Approximately 60 MMA pavement symbols;

With the above-defined products being applied to the streets identified in the table below:

Street	From	To
Kansas St. (South Side i.e. East Bound)	MO-291	Western City Limits
Birmingham Rd	Holt	SLP
Ruth Ewing	Birmingham Rd	291.00
Intersection of B&H Hwy	-	-
S. Stewart Rd.	Blue Jay Dr.	Just West of Salt Grass

A bid manual was put together and publicly advertised with bids being publicly opened and read on March 9, 2026. The two bidders were:

- Heartland Traffic Services, Inc. - \$119,628.25
- Streetwise, Inc. - \$96,797.80

Staff recommends approval of a contract with Streetwise, Inc. for the City of Liberty 2026 Pavement Marking Project (26-008) in the amount of \$96,797.80 with additional funding authorization of \$9,202.20 for a total requested authorization of \$106,000.00. The amount requested for approval includes both the contract amount of \$96,797.80

and the addition of an approximate 10% contingency (\$9,202.20). Contingency is requested for the following reasons:

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

Document No. 10119 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 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. 12283.

- G. Ordinance approving a guaranteed pricing agreement with Athco Acquisition Corporation to replace and install new playground equipment at Northwyck Park in an amount not to exceed \$144,638.00

The playground at Northwyck Park has exceeded the recommended lifespan.

The Parks and Recreation Department continually reviews the playground inventory within the parks' system, evaluating the replacement and repair needs. Parks crews have done a great job keeping the structure repaired and safe for play. However, replacement of the Northwyck playground is a high priority due to its age and increasing maintenance issues.

As part of the 2026 Park operations budget, funds were allocated for the replacement of the playground.

Athco has been a great playground manufacturer for years and utilizes Landscape Structures playground equipment. Park staff toured other facilities and playgrounds along with discussing with other City staff on playground recommendations, and Landscape Structures has positive reviews. Plus, their equipment is a main component of the structures within City Park.

In addition, Parks Staff applied in 2025 for the FY2026 Missouri Department of Natural Resources Playground Scrap Tire Grant and was awarded it. The Grant will

cover construction costs for the new safety surface in the amount of \$56,211.00 in both playground areas.

In an effort to rejuvenate neighborhoods, the City of Liberty Parks and Recreation Master Plan (Goal 3, Objective 3.4) recommends making all parks inclusive and accessible. According to the associated community survey, having accessible playgrounds in parks was rated a "High Priority" item. This rating indicates that any improvements in this area are likely to have a positive impact on the greatest number of households. Replacement of this playground has been highly requested from patrons that use the park. This project meets that neighborhood request.

Staff requests approval of an agreement with Athco utilizing the Greenbush Coop Pricing Agreement in the amount of \$144,638.00 from the park operations budget.

Document No. 10120 was read.

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

Vote: Motion passed unanimously.

Action: Council Member Hagan moved to approve the ordinance. Council Member Ponder 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. 12284.

- H. Ordinance approving a guaranteed pricing agreement with Taylormade, Co. for the purchase and installation of new rubber playground safety surfacing at Northwyck Park in an amount not to exceed \$56,693.59

The Parks and Recreation Department continually reviews the playground inventory within the park system, evaluating and prioritizing replacement and repair needs. During the FY2026 budget development process, the Northwyck Playground and Playground Surface were identified as the highest priority to be replaced as part of the Parks operations budget.

Staff applied for a Missouri Department of Natural Resources (MODNR) Scrap Tire Surface Material Grant to help cover part of the cost to replace the safety surface of the Northwyck playground. The City was notified in the Fall of 2025 that \$56,211 was awarded and would be available in 2026. This is a reimbursement grant, so \$56,211.00 of the \$56,693.59 safety surface expense will be reimbursed by the MODNR when the project is complete.

Staff recommends the approval of an agreement with Taylormade Co. for purchase and installation of rubber safety surfacing utilizing the Greenbush Coop pricing

agreement in an amount of \$56,693.59. These projects will be funded from the FY2026 park operations budget.

Document No. 10121 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 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. 12285.

I. Liberty Public School District - School District 53, a Corporation

1. Ordinance accepting an easement for storm drainage facilities from Liberty Public School District 53, a Corporation for the Liberty Middle School track and field improvement project

To facilitate the Liberty Middle School track and field improvement project, the Liberty Public School District – School District 53, had constructed Public Storm Sewer Improvements as well as Private Storm Water Quality Best Management Practices (BMP's) on their property at 1500 S. Withers Rd. The requirements associated with each of the constructed improvements as well as the recommended action by staff are provided below:

Public Storm Sewer Improvements:

Public Storm Sewer Improvements were constructed on private property at 1500 S. Withers Road as part of the Liberty Middle School track and field improvement project. The improvements were constructed by Newkirk Novak Construction Partners, Inc. under permit NO. PWKS-04-25-00001.

As the constructed public storm sewer improvements are on private property, a storm drainage facility easement is required to be dedicated over the storm sewer centerline to allow future access and maintenance. In response to this requirement, the property owner has executed an easement for storm drainage facilities.

The easements were obtained and improvements constructed in accordance with City of Liberty plans and specification and at no cost to the City. The improvements and easements require formal approval/acceptance by the City Council prior to inclusion as public infrastructure and recording.

Private Storm Water Quality Facilities Best Management Practices (BMP):

Private BMP were constructed/installed on site at 1500 S. Withers Road.

Per the City of Liberty's storm water discharge permit from the Missouri Department of Natural Resources an agreement between the City and post-development landowner(s) is required to designate the responsible party(ies) and the type and frequency of maintenance activities for continued performance of storm water detention and storm water quality facilities. In response to the requirement, the Covenant to Maintain Storm Water Management System associated with the Liberty Middle School Track and Field Improvement Project has been executed by the property owner. This covenant is the City's standard requirement where storm water detention and storm water quality facilities are required.

In addition to the covenant and the storm water quality facilities are privately owned and maintained, the City, per its (MoDNR) permit, is required to ensure its access to the facilities, in order to conduct inspections and ensure compliance with MoDNR requirements. In response to the requirement (4) public storm water quality facility access easements have been executed by the property owner.

The covenant and easements were obtained at no cost to the City. City Council acceptance is required for formal acceptance and recording of both the covenant and the easement documents.

Staff recommend the following actions:

- Accepting an Ordinance accepting an easement for Public Storm Drainage Facilities from the Liberty Public School District 53, for the Liberty Middle School track and field improvement project.
- Accepting an Ordinance accepting four public access easements for private storm water quality facilities from the Liberty Public School District 53, for the Liberty Middle School track and field improvement project.
- Accepting an Ordinance accepting a covenant to maintain private storm water management systems with the Liberty Public School District 53, for the Liberty Middle School track and field improvement project.
- Approving a Resolution accepting the Public Storm Sewer Improvements associated with the Liberty Middle School track and field improvement project as constructed by Newkirk Novak Construction Partners, Inc. under permit NO. PWKS-04-25-00001.

Document No. 10122 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 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. 12286.

2. Ordinance accepting four public access easements for private storm water quality facilities from Liberty Public School District 53, a Corporation for the Liberty Middle School track and field improvement project

Document No. 10123 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. 12287.

3. Ordinance accepting a covenant to maintain storm water management systems from Liberty Public School District 53, a Corporation for the Liberty Middle School Track and Field Improvement Project

Document No. 10124 was read.

Action: Council Member Watt 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 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. 12288.

- 4. Resolution accepting public storm sewer improvements for the Liberty Public School District 53, a Corporation for the Liberty Middle School track and field improvement project

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3531.

X. OTHER BUSINESS

A. Memorandum regarding Multifamily Design Criteria

Katherine Sharp, Planning and Zoning Director, has informed the City Council that staff have developed a Multi-Family Design Criteria following the City Council Study Session held on February 2, 2026. These criteria will be presented at Public Hearings on the following dates:

- Planning Commission on April 14, 2026
- City Council Meeting on April 27, 2026

XI. CITIZENS' PARTICIPATION

Lisa Sanneman – 614 Harborview Drive, Smithville, MO addressed the City Council regarding her late husband Steve Sanneman, a fallen Liberty firefighter who served the City of Liberty for over 20 years. Mrs. Sanneman informed the City Council that she has been waiting for the City of Liberty to act regarding her fallen husband, Steve Sanneman's claims. Mrs. Sanneman informed the City Council the City has been very public in stating his death was a direct result of his employment. Furthermore, the City ensured Mr. Sanneman receive a Line of Duty Death Funeral. Mrs. Sanneman expressed concern of a City Facebook post regarding the placement of a memorial medallion at his gravesite without her permission and the absence of a formal apology following its removal. Mrs. Sanneman stated Steve was not the City of Liberty's first line of duty death but he was the first occupational cancer line of duty death.

XII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIV. ADJOURNMENT

The meeting adjourned at 8:01 p.m.

Greg Canuteson, Mayor

Attest:

Deputy City Clerk

The City of



To: City Council Members
From: Greg Canuteson, Mayor
Subject: Boards and Commissions Appointments
Date: 4/27/2026

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

1. Parks & Rec Foundation Board

- a. Appoint Kevin Bower to a term expiring 01/01/2029

Kevin Bower and his family have been active members of the Liberty School District for the past 16 years. In addition to his involvement with the schools, Kevin serves as a board member at First Presbyterian Church and as a coach for Liberty Parks & Rec. He is dedicated to providing children with opportunities to stay active and engaged within our community.



CITY COUNCIL ACTION REPORT

Meeting Date: April 27, 2026
A/R No.: 2026-170

Department: Planning & Development

Submitted By: Katherine Sharp, Director
Planning & Development

Subject: Ordinance providing for the annexation of a 4.5-acre territory described as The Hosanna! Lutheran area and the extension of the corporate limits of the City of Liberty, all pursuant to Section 71.012 of the revised statutes of Missouri (postponed from April 13, 2026)

Summary:

This is a request for voluntary annexation of the 4.5-acre Hosanna! Lutheran Church property located at the northwest corner of N Church and 104th Street.

Background:

The Hosanna! Lutheran Church property is currently situated partially within Kansas City and partially within Liberty, though the church building itself is primarily located in Liberty.

On December 16, 2025, staff received a request from Anthony Belcher, Congregation Treasurer, to annex 4.5 acres from Kansas City into the City of Liberty. The church has been coordinating with the City of Kansas City to complete the detachment process necessary for this annexation.

Staff will present this request to the City Council during the regular session on April 27, 2026, which will include a public hearing on the matter.

Discussion:

The State of Missouri provides, in effect, three approaches to annexation. For actions that involve the annexation of unincorporated holdings into a municipality, either a voluntary or standard annexation can be pursued. For an instance in which two municipalities agree to amend their corporate limits, a transfer between municipalities is the proper approach. This is a voluntary annexation of one 4.5 acre property from Kansas City into the Liberty city limits for the purpose of consolidating their property into one municipality. The voluntary annexation rules from state statute and city code are summarized below:

Should 100% of the property owners involved in an annexation proceeding agree to the action, a voluntary annexation can be pursued in accordance with the following:

1. Voluntary Annexation:

- a. 100% of property owners in the area of annexation petition the City Council to request the annexation;
- b. City Council holds a public hearing to consider the request after posting the proper legal notice in the local paper; and
- c. City Council votes to annex or not to annex the subject property. A majority vote of the Council in favor of such a measure is all that is necessary to approve the annexation.

2. Contiguous and Compact:

According to the State Statute, the annexation area:

Shall be "contiguous and compact" and shall not include areas contiguous to the City only by a rail

line, trail, pipeline, or real property less than ¼ mile in width that would, after the annexation, leave areas of unincorporated land between the City and prior boundaries only connected by said rail line, trail, pipeline, or ¼ mile wide property.

3. Zoning:

Should the City formally annex an area, City Council then must assign a zoning classification for the area. Such designation must be the City's equivalent to the existing zoning designation. Should the property owner or City choose to pursue a different zoning classification, a rezoning application must be considered as a separate action that would require a separate hearing and vote.

Analysis of Request:

The petition request for annexation is signed by the property owner of the property. The property is considered contiguous and compact, as it is directly adjacent to our current north-west city limits. The City of Kansas City has agreed to detachment/ de-annexation. The current Kansas City zoning on the property is R-80, which is closely equivalent to the City of Liberty R-1A Zoning, Suburban Residential District, a large lot residential zoning. The existing church property currently located within the City of Liberty is also zoned R-1A.

Other Considerations:

This annexation will incorporate a portion of 104th Street into the City of Liberty, an area that was previously within Kansas City. In anticipation of the planned improvements to 104th Street, staff has requested—and the property owners have agreed—to dedicate the necessary right-of-way to accommodate these enhancements.

Previous Action (if applicable):

The required Legal Notice for the City of Liberty Annexation Hearing was posted in the Courier Tribune on March 25, 2026. The City of Kansas City voted on April 16, 2026, to detach / de-annex the property from Kansas City in Ordinance number 260338.

Policy/Committee Review:

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

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. Ordinance Hosanna Annexation 2026
2. Petition for Annexation - Updated Description (1)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF A 4.5-ACRE TERRITORY DESCRIBED AS THE HOSANNA! LUTHERAN AREA AND THE EXTENSION OF THE CORPORATE LIMITS OF THE CITY OF LIBERTY, ALL PURSUANT TO SECTION 71.012 OF THE REVISED STATUTES OF MISSOURI

WHEREAS, the City Council of the City of Liberty, Missouri (the "City") has been presented on December 16, 2025 with a verified petition signed by the owners of all fee interest of record in all tracts of real property located within the area described in the petition; and

WHEREAS, the area was detached by the City of Kansas City, Missouri, on April 16, 2026; and

WHEREAS, the area is proposed to be annexed into the City of Liberty, Missouri; and

WHEREAS, a copy of the Petition is attached, marked Exhibit A, and by specific reference incorporated herein as if fully set out; and

WHEREAS, the property described on Exhibit A is contiguous to the existing corporate limits of the City of Liberty, Missouri; and

WHEREAS, it is in the best interest of the City of Liberty, Missouri, and its citizens to determine the propriety, necessity, and reasonableness of the proposed annexation; and

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

SECTION I

In accordance with § 71.012, RSMo 2016, a public hearing shall be held concerning the proposed annexation on the 27th day of April, 2026, at 7 p.m. in the City Hall of the City of Liberty, Missouri.

SECTION II

City staff has posted notice of the hearing at least seven days before the hearing date in a newspaper of general circulation in Clay County, Missouri, that is qualified to publish such legal notices.

SECTION III

All requirements having been met the City hereby annexes the property described as below into the boundaries of the City of Liberty:

Parcel ID: 10912000600200

ORDINANCE NO. _____ (CONT.)

PROPERTY DESCRIPTION:

A tract in part of Tract 1, as shown on a Minor Plat Lot Line Adjustment recorded at Book J, Page 774 in the Clay County Recorder of Deeds office, in the Southeast Quarter of Section 25, Township 52, Range 32, in Kansas City, Clay County, Missouri, being more particularly described as follows, prepared on March 17, 2026, by John B. Young, PLS-2006016647:

Commencing at the Southeast corner of said Southeast Quarter;

Thence North 89°31'01" West along the South line of said Southeast Quarter, 51.19 feet;

Thence North 00°28'59" East, 40.00 feet to the intersection of the West Right-of-Way line of Route "A" and the North Right-of-Way line of NE 104th Street, both as now established and the Southeast corner of said Lot 1, HOSANNA EVANGELICAL LUTHERAN CHURCH, a subdivision in the City of Liberty, said Clay County, Missouri;

Thence North 89°31'01" West along said North Right-of-Way line, 248.89 feet to the Kansas City/Liberty city limit line, also the Point of Beginning; Thence South 00°22'39" West continuing along said North Right-of-Way line, 15.00 feet;

Thence North 89°31'01" West continuing along said North Right-of-Way line, 418.92 feet; Thence North 00°09'15" East, 467.01 feet; Thence South 89°31'01" East, 420.74 feet to said City limit line; Thence South 00° 22'38" West along said City limit line, 452.01 feet to the Point of Beginning. Containing 196,062 square feet or 4.501 acres, more or less.

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR



2800 N. Church Road, Liberty, Missouri 64068
info@hosannalutheranchurch.org
www.hosannatogether.org
816-781-7991

December 16, 2025

Katherine Sharp
Planning & Development Director
City of Liberty, Missouri
101 E Kansas Street
Liberty, MO 64068

Dear Katherine,

I have enclosed our Voluntary Petition for Annexation and a supplement with additional background and details.

As an officer of HOSANNA! Evangelical Lutheran Church, I submit this petition on behalf of the Congregation Council and HOSANNA! Evangelical Lutheran Church, and I attest that I have such authority to submit this petition.

Please contact me if you have any questions or require additional information. I can be reached at treasurer@hosannalutheranchurch.org or by phone at 816-392-2752. You are also welcome to contact Pastor Mike Kern at 402-741-2957 or via e-mail at pastormike@hosannalutheranchurch.org.

Sincerely,

Anthony Belcher
Congregation Treasurer
HOSANNA! Evangelical Lutheran Church

VOLUNTARY PETITION FOR ANNEXATION

Petition Requesting Annexation to the City of Liberty

HOSANNA! Evangelical Lutheran Church (hereinafter "owner"), for its petition to the City Council of the City of Liberty states and alleges as follows:

1. That it is the owner of all fee interest of record in the real estate in Clay County, Missouri legally described as follows, to wit:

A tract in part of Tract 1, as shown on a Minor Plat Lot Line Adjustment recorded at Book J, Page 774 in the Clay County Recorder of Deeds office, in the Southeast Quarter of Section 25, Township 52, Range 32, in Kansas City, Clay County, Missouri, being more particularly described as follows, prepared on March 17, 2026, by John B. Young, PLS-2006016647:

Commencing at the Southeast corner of said Southeast Quarter;

Thence North 89°31'01" West along the South line of said Southeast Quarter, 51.19 feet;

Thence North 00°28'59" East, 40.00 feet to the intersection of the West Right-of-Way line of Route "A" and the North Right-of-Way line of NE 104th Street, both as now established and the Southeast corner of said Lot 1, HOSANNA EVANGELICAL LUTHERAN CHURCH, a subdivision in the City of Liberty, said Clay County, Missouri;

Thence North 89°31'01" West along said North Right-of-Way line, 248.89 feet to the Kansas City/Liberty city limit line, also the Point of Beginning;

Thence South 00°22'39" West continuing along said North Right-of-Way line, 15.00 feet;

Thence North 89°31'01" West continuing along said North Right-of-Way line, 418.92 feet;

Thence North 00°09'15" East, 467.01 feet;

Thence South 89°31'01" East, 420.74 feet to said City limit line;

Thence South 00° 22'38" West along said City limit line, 452.01 feet to the Point of Beginning.

Containing 196,062 square feet or 4.501 acres, more or less.

2. That the real estate is now a part of Kansas City, Missouri, which, prior to annexation, shall detach said real estate.
3. That the real estate is compact and contiguous to the existing corporate limits of the City of Liberty, Missouri.
4. That it requests that the real estate be annexed to, and be included within the corporate limits of, the City of Liberty, Missouri, as authorized by the provisions of Section 71.012, RSMo.
5. That it requests the City Council of the City of Liberty to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Liberty to include the above-described real estate.

This Petition Requesting Annexation, made this 16 day of December, 2025.

ACKNOWLEDGMENT OF CORPORATION

HOSANNA! Evangelical Lutheran Church

By: Anthony Belcher
Name: Anthony Belcher
Title: Congregation Treasurer

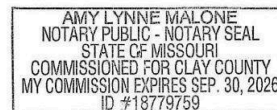
STATE OF Missouri)
COUNTY OF Clay) SS

On this 16 day of December, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Anthony Belcher, to me personally known, who, being by me duly sworn, did say that he is the Congregation Treasurer of HOSANNA! Evangelical Lutheran Church, known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said corporation.

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

Notary Public: Amy Lynne Malone
Name: Amy Lynne Malone
My Commission Expires: 09/30/2026

[SEAL]



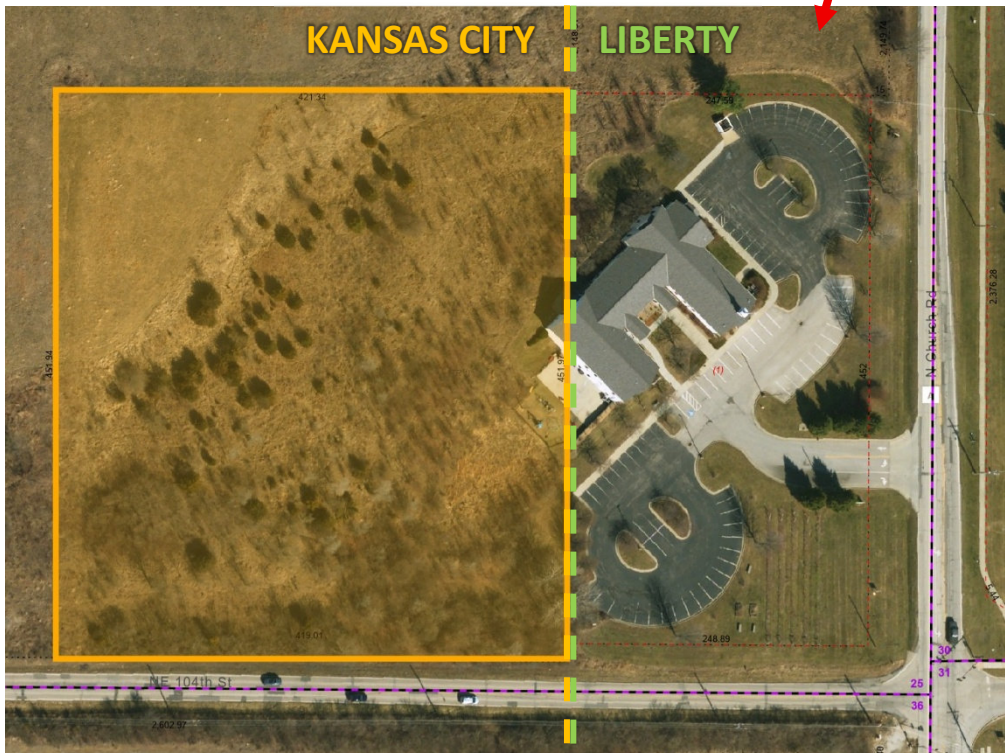
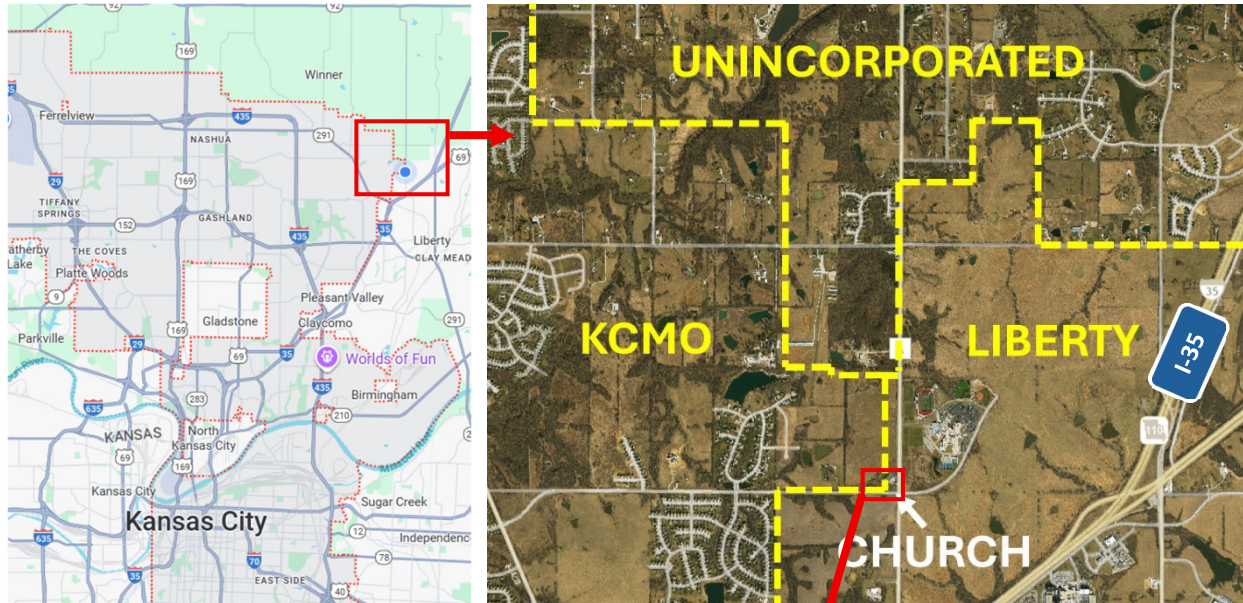
LIBERTY ANNEXATION PROPOSAL

Hosanna! Evangelical Lutheran Church



SUMMARY:

Hosanna! Lutheran Church owns one compact, contiguous piece of property that straddles the municipal boundary between Kansas City and the City of Liberty. The boundary also cuts through a small corner of the building. We would like to detach our property from Kansas City and annex it into the City of Liberty.



Maps from Google and Clay County GIS.

ORGANIZATION & PROPERTY DETAILS:

- HOSANNA! Evangelical Lutheran Church is a Missouri registered Nonprofit Corporation (N00060790) located at 2800 North Church Road in Liberty.
- The eastern parcel (outlined in green above) is Clay County parcel #10912000600300, approximately 2.6 acres, and located fully within the City of Liberty.
- The western parcel (outlined in orange above) is parcel #10912000600200, approximately 4.5 acres, and located fully within Kansas City.

PROPOSED ACTIONS:

- Detach parcel #10912000600200 from Kansas City, Missouri.
- Annex parcel #10912000600200 into the City of Liberty, Missouri.

JUSTIFICATION FOR ANNEXATION:

- As we consider our future and growth as a congregation, we would like the ability to pursue permits and development without the complication of working in two jurisdictions.
- When the education wing (southwest section) of the building was constructed in 2003, paperwork needed to be filed with both jurisdictions due to a sliver of a corner transiting the municipal boundary. Any future expansion would likely transit that boundary as well.
- The proposed Montage development and other areas already developing around us have led us to think more about our future plans and opportunities, and the need to be positioned to act on them in a timely and less-complicated manner.

WHY CHOOSE LIBERTY:

- Our address is a Liberty address, and the only entrance to our property is in the City of Liberty on North Church Road.
- We are connected to Liberty utilities and served and inspected by the Liberty Fire Department and the Liberty Police Department.
- Over 95% of our building is within Liberty city limits.
- Over 99% of our developed land (including building, parking lot, and vineyard) is located within Liberty city limits.
- Less than 1% of our land in Kansas City is developed.
- The property immediately south and adjacent to the parcel we seek to annex is already within Liberty city limits.
- We believe that our current and future ministry is deeply connected to Liberty, and we would like to bring the whole of our resources into that community, where they can continue to serve the people of Liberty.

THE VALUE HOSANNA! OFFERS LIBERTY:

- Hosanna! has been an active participant in the life of Liberty for over 25 years.
- We provide spiritual and emotional care to several hundred people from the area, and actively serve community residents partnering with local charities such as In As Much, Love INC, Sleep in Heavenly Peace, Hillcrest Hope, Rebuilding Together KC, and others.
- We offer space for local groups, including recitals for local studios, middle school kids baking for the Liberty farmer's market, and a local photographer taking family pictures.

- By our own initiative, we have provided Christmas presents to local kids in foster care, made valentines for veterans, made quilts and presented veterans with quilts of valor, held public concerts, events, and educational opportunities, championed Liberty extracurricular activities, and joined other community-wide events.
- We partner with the other congregations in Liberty through the Liberty-Area Ministerial Alliance in service to the community, dissemination of resources, and joint worship such as the high school baccalaureate services.
- Two years ago, we made space for a daycare and preschool to expand into Liberty with capacity for an additional 50 kids, serving the working parents of our community, including staff at Liberty North High School and Warren Hills Elementary School.
- In the coming years, we are looking forward to growing our ministry and providing even more services to our community outside the walls of the building.

SUMMARY OF ACTION THUS FAR:

- Reached out to our Liberty councilmen and mayor on June 25, 2024. Councilman Phillips directed us to speak with the City of Liberty Planning and Development.
- After contacting Liberty Planning and Development, Economic Development Director Brandon Smith on August 12, 2024 reported that he had spoken with city legal counsel and advised that the process would need to begin with Kansas City.
- Worked with Kansas City Planning and Development since August 2024 to resolve a discrepancy in their property boundary records (related to a purchase in 2014).
- After resolution of the boundary records, applied for detachment from Kansas City (case CD-CPC-2025-00111). Case has been continued to the City Plan Commission meeting on February 4, 2026 so that a parallel process may occur with the City of Liberty.
- Met with Olofu Agbaji, Lead Planner of City Planning and Development in Kansas City, throughout this process. He anticipates de-annexation request will be granted on the condition it is clear Liberty will annex the property. Our Kansas City councilman, Kevin O'Neill, gave verbal support to sponsor our proposal to the City Council.
- Notice about proposal for the detachment from Kansas City sent by Kansas City to nearby property owners and published prior to August 19, 2025. On September 12, 2025, the church mailed notice to property owners within 200 feet that a neighborhood meeting would be held September 23, 2025 regarding the case. The meeting was held with no attendees beyond church representatives.
- A meeting between Mr. Agbaji and Katherine Sharp, City of Liberty Director of Planning & Development, other city leaders, and representatives from the church was held on September 11, 2025 to discuss the path forward.
- Held December 11, 2025 Pre-Application meeting with Katherine Sharp, Mike Peterman, and other City of Liberty staff.

CONTACT INFORMATION:

Communication regarding this proposal may be directed to either of the following:

- Tony Belcher, Congregation Treasurer - 816.392.2752 - treasurer@hosannalutheranchurch.org
- Mike Kern, Pastor - 402.741.2957 - pastormike@hosannalutheranchurch.org



STAFF REPORT

Planning and Zoning Case #26-17A

Staff: Katherine Sharp, Director of Planning & Development

Date: April 27, 2026

GENERAL INFORMATION

Applications: Amendments to the *Unified Development Ordinance* (UDO) pertaining to Planned Residential Development Districts

Sec. 30-59.3. "District PD, design principles"

Sec 30-17, "Definitions"

HISTORY

The *Unified Development Ordinance* (UDO) was approved in April 2005. Periodically, the City reviews potential changes that may be warranted due to changing technologies, trends, community preference, grammatical errors in the code, or planning commission direction. Following the City Council Study Session on February 2 regarding multifamily housing design criteria, staff has prepared specific code amendments as directed. These updates aim to ensure that future developments incorporate high-quality materials, landscaping, and thoughtful design to enhance the community. These design criteria have been available to the public since the City Council meeting on March 23, 2026.

The proposed amendments will update the design and development standards for Planned Residential Developments by replacing the existing narrative guidance in Section 30-59.3(1) with clear, objective, and enforceable standards. This modernization aligns the code with community expectations, strengthens neighborhood compatibility, and provides greater predictability for residents and developers. A change to the UDO requires public hearings at Planning Commission and City Council and appropriate legal notice in the paper. The legal notice was posted in the Courier-Tribune on March 25, 2026. This item will be heard by the City Council on April 27, 2026.

EXISTING ORDINANCE – PLANNED RESIDENTIAL DEVELOPMENT

UDO Section 30-59.3. District PD, design principles.

Buildings and sites shall be designed and constructed in accordance with the following principles:

- (1) Planned residential developments should be designed in a manner that will produce more usable open space, better recreational opportunities and safer and more attractive neighborhoods than conventional zoning and development techniques.

PROPOSED ORDINANCE – PLANNED RESIDENTIAL DEVELOPMENT

The proposed amendment to the UDO would provide guidelines for new residential PD's in the city.

UDO Section 30-59.3. District PD, design principles.

Buildings and sites shall be designed and constructed in accordance with the following principles:

- (1) Planned residential developments should be designed in a manner that will produce more usable open space, better recreational opportunities and safer and more attractive neighborhoods than conventional zoning and development techniques. Planned residential developments shall meet the following site design, building orientation, connectivity, and architectural standards:
 - (a) The primary entrance of each principal building shall be oriented toward and clearly visible from the abutting street.
 - (b) Each site shall provide direct pedestrian connections between principal buildings, public sidewalks, trails, and adjacent neighborhood amenities.
 - (c) All garages, whether attached or detached, and all accessory structures shall be located in the rear yard. Driveways and parking pads shall be located only within the rear yard or side yard. Parking shall be provided in accordance with section 30-83.
 - (d) All trash, recycling, and organic waste containers shall be located to the rear or side of the principal building and shall be fully screened from public view by means of masonry walls and/or dense evergreen landscaping.
 - (e) A minimum of thirty (30) percent of the total site area shall be maintained as open space, greenway, or permeable surfaces. Exceptions to the 30% open space requirement may be granted for projects within the Downtown Overlay District. Required open space shall be distributed throughout the site and shall be accessible to residents.
 - (f) Existing tree lines and natural features along property boundaries shall be preserved where feasible.
 - (g) Landscape buffers.
 - (1) A minimum ten-foot landscape buffer shall be provided between any property line and any parking lot or drive aisle.
 - (2) Individual driveways serving buildings with three or fewer dwelling units shall provide a minimum four-foot landscape buffer between the property line and any driveway or parking area.
 - (3) Buffers shall be provided at transitions between dissimilar land uses in accordance with section 30-97.5(1).
 - (h) Required Landscaping—landscaping for buildings with three or fewer dwelling units shall

reinforce a residential character rather than a commercial appearance and shall include the following:

- (1) One (1) tree shall be provided within the front yard of each dwelling unit;
- (2) One (1) tree shall be provided for every two (2) parking spaces located within the rear or side yard;
- (3) Street trees shall be installed along street frontages at intervals not exceeding forty (40) feet on center within the planting strip;
- (4) A foundation planting bed, extending a minimum of three (3) feet from the building, shall be installed along all street-facing façades and at all building entrances;
- (5) Foundation planting beds shall extend along the entire length of the façade and shall contain shrubs, ornamental grasses, perennials, or similar live plant materials;
- (6) Planting beds shall include groundcover, decorative pebble, or mulch; gravel shall not be considered decorative pebble;
- (7) All required landscaping shall be permanently maintained and replaced as necessary; and
- (8) All landscaping materials and installation shall comply with the minimum requirements of section 30-97.4.

(i) Required Landscaping — landscaping for multifamily buildings greater than three dwelling units.

- (1) One (1) tree shall be provided for every three thousand (3,000) square feet of building area;
- (2) A minimum of one (1) tree shall be provided for every forty (40) linear feet of street frontage;
- (3) A foundation planting bed extending a minimum of five (5) feet from the building shall be installed along all street-facing façades;
- (4) Foundation planting beds shall extend along the entire length of the façade and shall contain shrubs, ornamental grasses, perennials, or similar live plant materials;
- (5) Primary building entrances shall be accentuated by a landscaped area at least ten (10) feet in depth, measured from the building foundation to the entrance walk;
- (6) Parking lots containing more than ten (10) spaces shall include landscaped islands with one (1) canopy tree provided for every eight (8) parking spaces;
- (7) All required landscaping shall be permanently maintained and replaced as necessary;
- (8) Planting beds shall include groundcover, decorative pebble, or mulch; gravel shall not be considered decorative pebble; and

(9) All landscaping materials and installation shall comply with the minimum requirements of section 30-97.4.

(j) Outdoor space.

(1) Developments shall provide usable common outdoor areas, such as courtyards, shared greens, or rooftop terraces.

(2) Each dwelling unit shall include functional private outdoor space, such as a porch, balcony, patio, or deck, with a minimum depth of six (6) feet.

(k) Neighborhood compatibility.

(1) Multifamily buildings shall be compatible with existing neighborhood character, scale, and land-use patterns.

(2) Where a planned residential development abuts single-family residential properties:

a. Building height, massing, and rooflines shall step down toward shared property lines;

b. Increased setbacks, landscaping, and screening shall be provided to protect privacy and minimize impacts;

c. Architectural elements shall be compatible with adjacent residential structures;

d. Lighting shall be directed and low-intensity to minimize light spillage, and light poles shall not exceed twelve (12) feet in height; and

e. Access points and service areas shall be designed to minimize disruption to adjacent residential properties.

(l) Architectural standards.

(1) Buildings shall include visible and welcoming entries and active ground-floor frontages oriented toward streets and common areas. Each primary unit entry shall include architectural emphasis such as a portico, canopy, or covered porch. Porches are encouraged for lower-density developments.

(2) Buildings shall incorporate varied rooflines and façade articulation and shall avoid repetitive stock plans.

(3) Exterior materials.

a. Clay brick, natural stone, cast stone, architectural precast concrete, or true stucco (non-synthetic) shall cover at least seventy (70) percent of the front façade, exclusive of doors and windows;

b. Side or rear elevations facing single-family residential uses or arterial or collector streets shall include at least fifty (50) percent of the materials listed in

subsection (1)(3) a.;

c. Wood or fiber-cement siding may be permitted as secondary materials;

d. Chimneys shall be constructed of masonry materials, including clay brick, natural stone, cast stone, or similar materials;

e. Masonry materials shall have a minimum thickness of two (2) inches, excluding mortar joints;

f. EIFS may be used on upper stories on rear elevations not visible from public rights-of-way or adjacent single-family developments; and

g. Vinyl siding, panelized plywood siding (T1-11), exposed concrete block, and metal siding are prohibited.

(4) Façade standards.

a. Façades shall not include more than thirty (30) feet of continuous blank wall without architectural features or material changes;

b. Material changes shall occur at logical architectural transitions;

c. Faux material transitions without architectural relief are prohibited; and

d. Masonry materials shall wrap a minimum of twenty-four (24) inches around corners.

(5) Building massing.

a. No building façade shall exceed sixty (60) feet in horizontal length without a façade offset;

b. Required offsets shall:

1. Have a minimum depth of four (4) feet;
2. Extend a minimum of eight (8) feet along the façade; and
3. Continue through the full height of the building.

c. Offsets shall create the appearance of separate building masses rather than a single continuous wall plane.

(6) Single-house scale multifamily exception. Buildings containing three or fewer dwelling units designed to resemble a single-family detached dwelling may be exempt from subsections (1)(1) through (5) and shall meet the following standards:

a. The structure shall not exceed fifty (50) feet in width along the front façade;

b. Façades wider than forty (40) feet shall incorporate offsets meeting the requirements of subsection (1)(5) b.;

- c. Façades shall not contain more than twenty (20) feet of continuous blank wall;
- d. The structure shall include one primary front entrance facing the street, with additional entrances located on the side or rear or recessed within a shared porch;
- e. Buildings shall incorporate pitched residential roof forms such as gable or hip roofs;
- f. Windows and doors on street-facing façades shall include articulation such as muntin or divided lights;
- g. Buildings shall incorporate residential architectural elements such as porches, dormers, bay windows, roof overhangs, and façade offsets;
- h. Exterior materials shall consist of durable residential materials, including masonry, fiber cement, or wood siding; vinyl and panelized plywood siding (T1-11) shall be prohibited;
- i. A durable base material such as brick or stone shall extend a minimum of twenty-four (24) inches above grade;
- j. Chimneys shall be constructed of masonry materials;
- k. Masonry materials shall have a minimum thickness of two (2) inches; and
- l. Landscaping shall meet or exceed the requirements of subsection (h).

UDO Section 30-17, Definitions to be added to the UDO

Active Ground-Floor Frontage.	The portion of a building façade at ground level that includes features such as primary entrances, windows, porches, stoops, patios, or other architectural elements designed to engage pedestrians and provide visual interaction between the building interior and the public realm.
Architectural Feature.	Exterior building elements intentionally designed to provide visual interest, articulation, or variation in a building façade. Architectural features break up large wall surfaces and contribute to the overall architectural character of the structure. Architectural features may include, but are not limited to: windows, doors, balconies, patios, dormers, architectural banding, changes in material, recesses or projections in the wall plane, columns or pilasters. Utility boxes, vents, or mechanical equipment shall not be considered an architectural feature.
Blank Wall.	A continuous exterior wall plane lacking windows, doors, architectural articulation, or substantial material changes.
Functional Private Outdoor Space.	An outdoor area directly accessible from a dwelling unit, including a porch, balcony, patio, or deck, that is intended for the exclusive use of the occupants of that unit and has a minimum clear depth of six (6) feet.
Multifamily Dwelling.	A building or group of buildings containing two (2) or more attached dwelling units, these may be horizontally connected or vertically stacked.

Open Space.	Land area within a development that is permanently reserved for common or individual use and is not occupied by buildings, driveways, or parking areas, except for approved pedestrian facilities, recreational amenities, stormwater features designed as amenities, or similar improvements.
Permeable Surface.	A surface material that allows infiltration of stormwater into the ground, including permeable pavement systems, reinforced turf, porous pavers, or other materials approved by the City Engineer.
Primary Entrance.	The main pedestrian entrance to a principal building that is clearly identifiable through architectural emphasis and is oriented toward a public street or common open space.
Street-Facing Façade.	Any exterior wall of a building that faces a public street right-of-way.
Usable Common Outdoor Space.	Outdoor areas designed and improved for active or passive recreation by residents, including courtyards, shared greens, rooftop terraces, or similar spaces, excluding required setbacks, buffer areas, and stormwater facilities not designed for recreational use.

RECOMMENDATION

Staff has drafted the proposed ordinance and recommends approval of P&Z Case 26-17A. Legal Counsel has reviewed this proposal.

PLANNING COMMISSION RECOMMENDATION

At its April 14, 2026 meeting, the Planning Commission voted 9-0-0 to recommend approval of P&Z Case 26-17A as presented in the staff report.

ATTACHMENTS

Exhibit A: PZ Minutes Excerpt

Exhibit B: Ordinance

I. Public Hearing Cases

A. PZ Case 26-17A: Amendments to UDO Section 30-59.3 (1) regarding Multifamily design guidelines.

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

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

Commissioner Holt stated that staff may be interested in a local example of a concept covered in Ms. Sharp's presentation – single-house scale multifamily – located near the intersection of Flintlock Road and NE 80th Street. Commissioner Holt asked what steps are taken by staff to ensure that what is proposed by the developer and approved by the City Council is what is actually built. Ms. Sharp stated that, in order to avoid bait-and-switch situations, staff requires that the developer submit architectural elevations with their application – not just artistic renderings – and that staff is very particular during their review of building permit submissions to ensure those plans match what was approved by the City Council.

Commissioner Holt asked if there is a process by which developers may receive approval of changes to plans previously approved by the City Council. Ms. Sharp stated that it oftentimes requires ongoing conversations at staff's routine Plan Review meetings, ensuring that all members of staff are aware of these situations as they progress and that changes are not approved without being fully vetted first. In some situations, if the requested change is drastic enough, staff will require that the developer go back through the public hearing/formal approval process to ensure that the changes are transparent to both the City Council and the public.

Commissioner Reinier asked whether the City has enforcement guidelines that ensure the continued maintenance of things like landscaping. Ms. Sharp stated that the City's Code does specify that landscaping must be maintained according to the approved landscape plan. Staff is currently working on adding a Property Maintenance Code for rental properties to the Nuisance Code to help improve and stabilize the maintenance of these properties.

Chairman Rosekrans asked if these proposed changes to the multifamily design regulations have been shared with local developers or builders, and if so, how they have felt about them. Ms. Sharp stated that these Code changes were discussed at the City Council meeting on March 23, 2026 and have been available online preceding tonight's public hearing on the matter, but that no feedback has been received. Ms. Sharp noted that if the Code changes are approved by the City Council and it is determined that certain aspects are too onerous, additional changes can be made.

Chairman Rosekrans asked for confirmation that these Code changes would require a public hearing, providing the public with an opportunity to provide formal feedback. Ms. Sharp confirmed that tonight's meeting would include a public hearing, as will the City Council meeting on April 27, 2026.

Chairman Rosekrans asked if the commission had any additional questions for staff. Seeing none, he opened the public hearing and asked if there were any persons in

the audience that would like to speak for or against the proposal. Seeing no persons wishing to speak, Chairman Rosekrans closed the public hearing.

Commissioner Dilts asked if these Code changes would impose a maximum height on multifamily construction. Ms. Sharp stated that height regulations are not a part of this proposal, as Planned Developments within the City of Liberty prescribe regulations that are unique to their development, and as such, they vary on a case-by-case basis. Staff reviews each Planned Development during their preliminary stages and determine what they feel is most suitable at a given location.

Chairman Rosekrans asked if the commission had any further questions for 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 Summers 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, April 27, 2026 at 7:00 p.m.

ORDINANCE NO. _____

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

WHEREAS, the City of Liberty, Missouri has adopted a Unified Development Ordinance ("UDO") to promote the health, safety, and general welfare of the community; and

WHEREAS, the City desires to ensure high-quality site design, compatible development patterns, and enhanced architectural standards; and

WHEREAS, the Planning Commission has reviewed the proposed amendments and recommends approval; and

WHEREAS, the City Council finds that the proposed amendments are consistent with the Comprehensive Plan and are in the best interest of the citizens of Liberty, Missouri.

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

SECTION I

That Section 30-59.3. (1) District PD, design principles., of the City Code of the City of Liberty, Missouri is hereby amended as follows:

Replace:

Sec. 30-59.3. (1) District PD, design principles.

Buildings and sites shall be designed and constructed in accordance with the following principles:

- (1) Planned residential developments should be designed in a manner that will produce more usable open space, better recreational opportunities and safer and more attractive neighborhoods than conventional zoning and development techniques.

With the following:

Sec. 30-59.3. (1) District PD, design principles.

Buildings and sites shall be designed and constructed in accordance with the following principles:

- (1) Planned residential developments should be designed in a manner that will produce more usable open space, better recreational opportunities and safer and more attractive neighborhoods than conventional zoning and development techniques.

Planned residential developments shall meet the following site design, building orientation, connectivity, and architectural standards:

(a) The primary entrance of each principal building shall be oriented toward and clearly visible from the abutting street.

(b) Each site shall provide direct pedestrian connections between principal buildings, public sidewalks, trails, and adjacent neighborhood amenities.

(c) All garages, whether attached or detached, and all accessory structures shall be located in the rear yard. Driveways and parking pads shall be located only within the rear yard or side yard. Parking shall be provided in accordance with section 30-83.

(d) All trash, recycling, and organic waste containers shall be located to the rear or side of the principal building and shall be fully screened from public view by means of masonry walls and/or dense evergreen landscaping.

(e) A minimum of thirty (30) percent of the total site area shall be maintained as open space, greenway, or permeable surfaces. Exceptions to the 30% open space requirement may be granted for projects within the Downtown Overlay District. Required open space shall be distributed throughout the site and shall be accessible to residents.

(f) Existing tree lines and natural features along property boundaries shall be preserved where feasible.

(g) Landscape buffers.

(1) A minimum ten-foot landscape buffer shall be provided between any property line and any parking lot or drive aisle.

(2) Individual driveways serving buildings with three or fewer dwelling units shall provide a minimum four-foot landscape buffer between the property line and any driveway or parking area.

(3) Buffers shall be provided at transitions between dissimilar land uses in accordance with section 30-97.5(1).

(h) Required Landscaping—landscaping for buildings with three or fewer dwelling units shall reinforce a residential character rather than a commercial appearance and shall include the following:

(1) One (1) tree shall be provided within the front yard of each dwelling unit;

(2) One (1) tree shall be provided for every two (2) parking spaces

located within the rear or side yard;

(3) Street trees shall be installed along street frontages at intervals not exceeding forty (40) feet on center within the planting strip;

(4) A foundation planting bed, extending a minimum of three (3) feet from the building, shall be installed along all street-facing façades and at all building entrances;

(5) Foundation planting beds shall extend along the entire length of the façade and shall contain shrubs, ornamental grasses, perennials, or similar live plant materials;

(6) Planting beds shall include groundcover, decorative pebble, or mulch; gravel shall not be considered decorative pebble;

(7) All required landscaping shall be permanently maintained and replaced as necessary; and

(8) All landscaping materials and installation shall comply with the minimum requirements of section 30-97.4.

(i) Required Landscaping — landscaping for multifamily buildings greater than three dwelling units.

(1) One (1) tree shall be provided for every three thousand (3,000) square feet of building area;

(2) A minimum of one (1) tree shall be provided for every forty (40) linear feet of street frontage;

(3) A foundation planting bed extending a minimum of five (5) feet from the building shall be installed along all street-facing façades;

(4) Foundation planting beds shall extend along the entire length of the façade and shall contain shrubs, ornamental grasses, perennials, or similar live plant materials;

(5) Primary building entrances shall be accentuated by a landscaped area at least ten (10) feet in depth, measured from the building foundation to the entrance walk;

(6) Parking lots containing more than ten (10) spaces shall include landscaped islands with one (1) canopy tree provided for every eight (8) parking spaces;

(7) All required landscaping shall be permanently maintained and

replaced as necessary;

(8) Planting beds shall include groundcover, decorative pebble, or mulch; gravel shall not be considered decorative pebble; and

(9) All landscaping materials and installation shall comply with the minimum requirements of section 30-97.4.

(j) Outdoor space.

(1) Developments shall provide usable common outdoor areas, such as courtyards, shared greens, or rooftop terraces.

(2) Each dwelling unit shall include functional private outdoor space, such as a porch, balcony, patio, or deck, with a minimum depth of six (6) feet.

(k) Neighborhood compatibility.

(1) Multifamily buildings shall be compatible with existing neighborhood character, scale, and land-use patterns.

(2) Where a planned residential development abuts single-family residential properties:

a. Building height, massing, and rooflines shall step down toward shared property lines;

b. Increased setbacks, landscaping, and screening shall be provided to protect privacy and minimize impacts;

c. Architectural elements shall be compatible with adjacent residential structures;

d. Lighting shall be directed and low-intensity to minimize light spillage, and light poles shall not exceed twelve (12) feet in height; and

e. Access points and service areas shall be designed to minimize disruption to adjacent residential properties.

(l) Architectural standards.

(1) Buildings shall include visible and welcoming entries and active ground-floor frontages oriented toward streets and common areas. Each primary unit entry shall include architectural emphasis such as a portico, canopy, or covered porch. Porches are encouraged for lower-density

developments.

(2) Buildings shall incorporate varied rooflines and façade articulation and shall avoid repetitive stock plans.

(3) Exterior materials.

a. Clay brick, natural stone, cast stone, architectural precast concrete, or true stucco (non-synthetic) shall cover at least seventy (70) percent of the front façade, exclusive of doors and windows;

b. Side or rear elevations facing single-family residential uses or arterial or collector streets shall include at least fifty (50) percent of the materials listed in subsection (1)(3) a.;

c. Wood or fiber-cement siding may be permitted as secondary materials;

d. Chimneys shall be constructed of masonry materials, including clay brick, natural stone, cast stone, or similar materials;

e. Masonry materials shall have a minimum thickness of two (2) inches, excluding mortar joints;

f. EIFS may be used on upper stories on rear elevations not visible from public rights-of-way or adjacent single-family developments; and

g. Vinyl siding, panelized plywood siding (T1-11), exposed concrete block, and metal siding are prohibited.

(4) Façade standards.

a. Façades shall not include more than thirty (30) feet of continuous blank wall without architectural features or material changes;

b. Material changes shall occur at logical architectural transitions;

c. Faux material transitions without architectural relief are prohibited; and

d. Masonry materials shall wrap a minimum of twenty-four (24) inches around corners.

(5) Building massing.

ORDINANCE NO. _____ (CONT.)

a. No building façade shall exceed sixty (60) feet in horizontal length without a façade offset;

b. Required offsets shall:

1. Have a minimum depth of four (4) feet;
2. Extend a minimum of eight (8) feet along the façade; and
3. Continue through the full height of the building.

c. Offsets shall create the appearance of separate building masses rather than a single continuous wall plane.

(6) Single-house scale multifamily exception. Buildings containing three or fewer dwelling units designed to resemble a single-family detached dwelling may be exempt from subsections (l)(1) through (5) and shall meet the following standards:

a. The structure shall not exceed fifty (50) feet in width along the front façade;

b. Façades wider than forty (40) feet shall incorporate offsets meeting the requirements of subsection (l)(5)b.;

c. Façades shall not contain more than twenty (20) feet of continuous blank wall;

d. The structure shall include one primary front entrance facing the street, with additional entrances located on the side or rear or recessed within a shared porch;

e. Buildings shall incorporate pitched residential roof forms such as gable or hip roofs;

f. Windows and doors on street-facing façades shall include articulation such as muntin or divided lights;

g. Buildings shall incorporate residential architectural elements such as porches, dormers, bay windows, roof overhangs, and façade offsets;

h. Exterior materials shall consist of durable residential materials, including masonry, fiber cement, or wood siding; vinyl and panelized plywood siding (T1-11) shall be prohibited;

i. A durable base material such as brick or stone shall extend a minimum of twenty-four (24) inches above grade;

- j. Chimneys shall be constructed of masonry materials;
- k. Masonry materials shall have a minimum thickness of two (2) inches; and
- l. Landscaping shall meet or exceed the requirements of subsection (h).

SECTION II

That Section 30-17 – Definitions., of the City Code of the City of Liberty, Missouri is hereby amended to add the following definitions:

UDO Section 30-17, Definitions

Active Ground-Floor Frontage.	The portion of a building façade at ground level that includes features such as primary entrances, windows, porches, stoops, patios, or other architectural elements designed to engage pedestrians and provide visual interaction between the building interior and the public realm.
Architectural Feature.	Exterior building elements intentionally designed to provide visual interest, articulation, or variation in a building façade. Architectural features break up large wall surfaces and contribute to the overall architectural character of the structure. Architectural features may include, but are not limited to: windows, doors, balconies, patios, dormers, architectural banding, changes in material, recesses or projections in the wall plane, columns or pilasters. Utility boxes, vents, or mechanical equipment shall not be considered an architectural feature.
Blank Wall.	A continuous exterior wall plane lacking windows, doors, architectural articulation, or substantial material changes.
Functional Private Outdoor Space.	An outdoor area directly accessible from a dwelling unit, including a porch, balcony, patio, or deck, that is intended for the exclusive use of the occupants of that unit and has a minimum clear depth of six (6) feet.
Multifamily Dwelling.	A building or group of buildings containing two (2) or more attached dwelling units, these may be horizontally connected or vertically stacked.
Open Space.	Land area within a development that is permanently reserved for common or individual use and is not occupied by buildings, driveways, or parking areas, except for approved pedestrian facilities, recreational amenities, stormwater features designed as amenities, or similar improvements.

ORDINANCE NO. _____ (CONT.)

Permeable Surface.	A surface material that allows infiltration of stormwater into the ground, including permeable pavement systems, reinforced turf, porous pavers, or other materials approved by the City Engineer.
Primary Entrance.	The main pedestrian entrance to a principal building that is clearly identifiable through architectural emphasis and is oriented toward a public street or common open space.
Street-Facing Façade.	Any exterior wall of a building that faces a public street right-of-way.
Usable Common Outdoor Space.	Outdoor areas designed and improved for active or passive recreation by residents, including courtyards, shared greens, rooftop terraces, or similar spaces, excluding required setbacks, buffer areas, and stormwater facilities not designed for recreational use.

SECTION III

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

SECTION IV

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

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

Greg Canuteson, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

Greg Canuteson, MAYOR

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF APRIL 3, 2026 to APRIL 17, 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	\$ 203,788.39
POLICE FUND	105	\$ 878,869.52
FIRE FUND	106	\$ 15,268.45
PUBLIC SAFETY SALES TAX FUND	243	\$ 16,689.45
TRANSIENT GUEST TAX FUND	244	\$ 22,296.02
CEMETERY MAINTENANCE FUND	247	\$ 4,620.00
LIMITED CAPITAL FUND	350	\$ 146,948.75
CAPTIAL SALES TAX FUND	351	\$ 31,928.02
TRANSPORTATION SALES TAX FUND	352	\$ 1,100.00
PARK SALES TAX FUND	353	\$ 3,043.01
PARKS FUND	460	\$ 6,785.02
SPORTS COMPLEX FUND	461	\$ 33,497.21
COMMUNITY CENTER FUND	465	\$ 12,201.35
PARKS DEVELOPER FUND	466	\$ 2,834.10
WATER OPERATING FUND	590	\$ 142,978.44
WASTEWATER OPERATING FUND	591	\$ 76,410.59
WATER CAPITAL FUND	592	\$ 11,076.44
WASTEWATER CAPITAL FUND	593	\$ 186,908.19
SOLID WASTE FUND	595	\$ 84.27
CID-LIBERTY COMMONS	600	\$ 2,471.00
LIBERTY CORNERS CID	605	\$ 24,006.52
PAYROLL CHECKS & BENEFITS	4/17/2026	\$ 1,039,453.22
TOTAL APPROPRIATIONS		\$ 2,863,257.96

PASSED by the Council this 27th day of April, 2026.

Greg Canuteson - MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 27th day of April, 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

APRIL 10, 2026

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 04/08/2026 and 04/10/2026;

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										
195203; 04/10/2026; Outstanding; null										
	26	CFS ENGINEERS, P.A.	57708	04/03/2026	PUB WRKS-PO		105-59026-501-SOB25	MISCELLANEOUS EXPENSES	Professional Services	\$ 1,524.60
CHECK TOTAL FOR CHECK NUMBER 195203										\$ 1,524.60
195204; 04/10/2026; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	51715197012	04/01/2026	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Beverage Products at CapFed Sports Complex and LCC Vending Machines	\$ 1,347.23
CHECK TOTAL FOR CHECK NUMBER 195204										\$ 1,347.23
195205; 04/10/2026; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11636	04/06/2026	POLICE		243-54004-501-000000	TRAINING COSTS	Fisher/Naylor/Frazee Academy	\$ 16,689.45
CHECK TOTAL FOR CHECK NUMBER 195205										\$ 16,689.45
195206; 04/10/2026; Outstanding; null										
	158	ELECTRONIC CONTRACTING COMPANY	85618	04/07/2026	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	annual fire alarm check	\$ 160.00
CHECK TOTAL FOR CHECK NUMBER 195206										\$ 160.00
195207; 04/10/2026; Outstanding; null										
	189	DELL MARKETING LP	10863095384	02/21/2026	TECH & LOGISTICS		100-70002-170-000000	COMPUTER EQUIPMENT	Dell Power Edge	\$ 13,902.10
CHECK TOTAL FOR CHECK NUMBER 195207										\$ 13,902.10
195208; 04/10/2026; Outstanding; null										
	314	RICOH USA, INC	5072995332	04/01/2026	ANIMAL CONTROL		100-53031-165-000000	COPIER LEASE & USAGE	Copier Usage	\$ 143.63
CHECK TOTAL FOR CHECK NUMBER 195208										\$ 143.63

**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										
195209; 04/10/2026; Outstanding; null										
Cust #967	391	LINEAGE MAILING SERVICES	310546	03/31/2026	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	3/10 Delinquents	\$ 93.86
Cust #967	391	LINEAGE MAILING SERVICES	310546	03/31/2026	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	3/10 Delinquents	\$ 93.85
Cust #967	391	LINEAGE MAILING SERVICES	310547	03/31/2026	FINANCE		590-59010-131-000000	POSTAGE	3/26 Delinquents-Postage	\$ 226.11
Cust #967	391	LINEAGE MAILING SERVICES	310549	03/31/2026	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	3/11 Utility Bills	\$ 472.94
Cust #967	391	LINEAGE MAILING SERVICES	310549	03/31/2026	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	3/11 Utility Bills	\$ 472.94
Cust #967	391	LINEAGE MAILING SERVICES	310546	03/31/2026	FINANCE		591-59010-131-000000	POSTAGE	3/10 Delinquents-Postage	\$ 288.69
Cust #967	391	LINEAGE MAILING SERVICES	310546	03/31/2026	FINANCE		590-59010-131-000000	POSTAGE	3/10 Delinquents-Postage	\$ 288.69
Cust #967	391	LINEAGE MAILING SERVICES	310547	03/31/2026	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	3/26 Delinquents	\$ 77.22
Cust #967	391	LINEAGE MAILING SERVICES	310547	03/31/2026	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	3/26 Delinquents	\$ 77.22
Cust #967	391	LINEAGE MAILING SERVICES	310549	03/31/2026	FINANCE		590-59010-131-000000	POSTAGE	3/11 Utility Bills-Postage	\$ 1,059.32
Cust #967	391	LINEAGE MAILING SERVICES	310549	03/31/2026	FINANCE		590-59010-131-000000	POSTAGE	3/11 Utility Bills-Postage	\$ 1,059.33
Cust #967	391	LINEAGE MAILING SERVICES	310550	03/31/2026	FINANCE		591-53032-131-000000	OUTSIDE PRINTING	3/26 Utility Bills	\$ 375.76
Cust #967	391	LINEAGE MAILING SERVICES	310550	03/31/2026	FINANCE		590-53032-131-000000	OUTSIDE PRINTING	3/26 Utility Bills	\$ 375.76
Cust #967	391	LINEAGE MAILING SERVICES	310547	03/31/2026	FINANCE		591-59010-131-000000	POSTAGE	3/26 Delinquents-Postage	\$ 226.10
Cust #967	391	LINEAGE MAILING SERVICES	310550	03/31/2026	FINANCE		591-59010-131-000000	POSTAGE	3/26 Utility Bills-Postage	\$ 946.82
Cust #967	391	LINEAGE MAILING SERVICES	310550	03/31/2026	FINANCE		590-59010-131-000000	POSTAGE	3/26 Utility Bills-Postage	\$ 946.83

**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										
195209; 04/10/2026; Outstanding; null										
CHECK TOTAL FOR CHECK NUMBER 195209										\$ 7,081.44
195210; 04/10/2026; Outstanding; null										
	485	CALM.COM, INC	INV16185	04/07/2026	HR & RISK MGMT		100-55035-160-0000 00	OTHER FEES	2026 SUBSCRIPTION	\$ 5,400.00
CHECK TOTAL FOR CHECK NUMBER 195210										\$ 5,400.00
195211; 04/10/2026; Outstanding; null										
	490	VIRTUAL PROJECT MANAGER LLC	12-4896	04/01/2026	PUBLIC WORKS		351-70003-201-0000 00	COMPUTER SOFTWARE	Cap Improvement - VPM Software	\$ 15,000.00
CHECK TOTAL FOR CHECK NUMBER 195211										\$ 15,000.00
195212; 04/10/2026; Outstanding; null										
	492	ALL COPY PRODUCTS, INC.	41644640	04/02/2026	PARKS & RECREATION		460-57012-400-0000 00	OFFICE EQUIPMENT MAINTENANCE	Monthly Payment All Copy Products - April	\$ 238.64
CHECK TOTAL FOR CHECK NUMBER 195212										\$ 238.64
195213; 04/10/2026; Outstanding; null										
	585	DINGES PARTNERS GROUP LLC	84822	04/07/2026	FIRE		106-59015-301-00000 0	PROTECTIVE CLOTHING	Short Suspenders	\$ 125.00
CHECK TOTAL FOR CHECK NUMBER 195213										\$ 125.00
195214; 04/10/2026; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	4/1/2026	04/02/2026	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 391.00
CHECK TOTAL FOR CHECK NUMBER 195214										\$ 391.00
195215; 04/10/2026; Outstanding; null										
includes prepaid - 100-14001-000-0000	657	LOGICALIS, INC.	IN249893	03/25/2026	TECH & LOGISTICS		100-14001-000-0000 00	OTHER PREPAYMENTS	webex calling	\$ 2,548.70
includes prepaid - 100-14001-000-0000	657	LOGICALIS, INC.	IN249893	03/25/2026	TECH & LOGISTICS		100-57029-170-0000 00	TELEPHONE SYSTEM MAINTENANCE	webex calling service	\$ 12,743.50
CHECK TOTAL FOR CHECK NUMBER 195215										\$ 15,292.20

**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										
195216; 04/10/2026; Outstanding; null										
	669	MYRICK MECHANICAL	3608	03/31/2026	FIRE		106-57019-300-0000 00	BUILDING MAINTENANCE	Hood Repair	\$ 552.82
	669	MYRICK MECHANICAL	3566	03/17/2026	ANIMAL CONTROL		100-57019-165-00000 0	BUILDING MAINTENANCE	installation of filters	\$ 721.00
	669	MYRICK MECHANICAL	3606	03/31/2026	ANIMAL CONTROL		100-57019-165-00000 0	BUILDING MAINTENANCE	Ceiling Repair	\$ 535.66
	669	MYRICK MECHANICAL	3607	03/31/2026	PARKS & REC-PO		100-57019-160-0000 00	BUILDING MAINTENANCE	2026 HVAC PM, on-call repair services	\$ 1,534.43
	669	MYRICK MECHANICAL	3585	03/24/2026	UTILITIES-PO		100-57019-160-0000 00	BUILDING MAINTENANCE	2026 HVAC PM, on-call repair services	\$ 1,464.00
CHECK TOTAL FOR CHECK NUMBER 195216										\$ 4,807.91
195217; 04/10/2026; Outstanding; null										
	673	NICOLE LEWIS	4/19-4/22/2026	04/06/2026	FINANCE	Hold for P/U	100-54000-140-0000 00	TRAINING TRAVEL	SHRM Talen Conf	\$ 196.00
CHECK TOTAL FOR CHECK NUMBER 195217										\$ 196.00
195218; 04/10/2026; Outstanding; null										
	713	KOHL WHOLESALE INC	1584945	04/08/2026	PARKS & REC-PO		461-53005-451-0000 00	CONCESSION SUPPLIES	Food products and serving items for concessions at CapFed Sports Complex	\$ 3,215.60
	713	KOHL WHOLESALE INC	1578777	04/01/2026	PARKS & REC-PO		461-53005-451-0000 00	CONCESSION SUPPLIES	Food products and serving items for concessions at CapFed Sports Complex	\$ 3,487.60
CHECK TOTAL FOR CHECK NUMBER 195218										\$ 6,703.20
195219; 04/10/2026; Outstanding; null										
	723	LIFE-ASSIST, INC	2097145	04/06/2026	FIRE		106-53001-302-0000 00	MEDICAL SUPPLIES	medical supplies	\$ 114.00
CHECK TOTAL FOR CHECK NUMBER 195219										\$ 114.00

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

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195220; 04/10/2026; Outstanding; null										
	726	AGC ENGINEERS INC	03-2026-06	03/31/2026	PUB WRKS-PO		351-70018-201-00000	CONSTRUCTION ENGINEERING	Belmont Street Storm Sewer	\$ 15,851.70
CHECK TOTAL FOR CHECK NUMBER 195220										\$ 15,851.70
195221; 04/10/2026; Outstanding; null										
City of Liberty Subscript	728	CHERRYROAD MEDIA INC	MAR 2026	03/31/2026	FINANCE		100-53000-130-00000	GENERAL SUPPLIES	Monthly Tribune Subscript.	\$ 51.00
CHECK TOTAL FOR CHECK NUMBER 195221										\$ 51.00
195222; 04/10/2026; Outstanding; null										
Cust ID 1000215927	777	STERICYCLE, INC.	8013799459	03/25/2026	MULTI		105-55044-501-00000	MISCELLANEOUS FEES	March shred-Plumbers only	\$ 179.82
Cust ID 1000215927	777	STERICYCLE, INC.	8013799459	03/25/2026	MULTI		100-55044-130-00000	MISCELLANEOUS FEES	March shred	\$ 64.89
Cust ID 1000215927	777	STERICYCLE, INC.	8013799459	03/25/2026	MULTI		100-55044-111-00000	MISCELLANEOUS FEES	March shred	\$ 64.89
Cust ID 1000215927	777	STERICYCLE, INC.	8013799459	03/25/2026	MULTI		100-55044-140-00000	MISCELLANEOUS FEES	March shred	\$ 64.89
Cust ID 1000215927	777	STERICYCLE, INC.	8013799459	03/25/2026	MULTI		100-55044-116-00000	MISCELLANEOUS FEES	March shred	\$ 64.89
CHECK TOTAL FOR CHECK NUMBER 195222										\$ 439.38
195223; 04/10/2026; Outstanding; null										
	781	TEKLAB, INC.	343779	04/01/2026	UTILITIES-PO		591-55020-902-00000	LAB FEES	2026 Teklabs Services for WWTP	\$ 376.70
	781	TEKLAB, INC.	343671	03/31/2026	UTILITIES-PO		590-55012-802-00000	MISC FEES - LEE CHEMICAL	Sample Pick-Up Fee	\$ 15.00
	781	TEKLAB, INC.	343671	03/31/2026	UTILITIES-PO		590-55012-802-00000	MISC FEES - LEE CHEMICAL	Lee Chemical Lab Test for VOCs by EPA 8260	\$ 1,235.00
CHECK TOTAL FOR CHECK NUMBER 195223										\$ 1,626.70

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195224; 04/10/2026; Outstanding; null										
	820	BADGER METER, INC.	80232880	03/30/2026	UTILITIES		591-57003-902-0000 00	LIFT STATION MAINTENANCE	Meters Subscription	\$ 300.00
CHECK TOTAL FOR CHECK NUMBER 195224										\$ 300.00
195225; 04/10/2026; Outstanding; null										
	840	MAX10 MO LLC	00184591	04/01/2026	PUB WRKS-PO		100-55041-202-0000 00	CONTRACT LABOR	Monthly Janitorial Services for City Facilities	\$ 6,434.00
CHECK TOTAL FOR CHECK NUMBER 195225										\$ 6,434.00
195226; 04/10/2026; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-000033 364	03/31/2026	UTILITIES-PO		591-55026-902-0000 00	FEES-LIME SLUDGE DISPOSAL	Landfill/Landfilling Biosolids for WWTP	\$ 12,233.47
CHECK TOTAL FOR CHECK NUMBER 195226										\$ 12,233.47
195227; 04/10/2026; Outstanding; null										
Split across accounts according to the attached breakdown	915	FIBER PLATFORM, LLC	SI-26-023448	04/01/2026	TECH & LOGISTICS		100-56008-170-0000 00	TELECOMMUNICATIO N CIRCUITS	fiber circuit	\$ 7,682.00
Split across accounts according to the attached breakdown	915	FIBER PLATFORM, LLC	SI-26-023448	04/01/2026	TECH & LOGISTICS		105-59026-501-0000 00	MISCELLANEOUS EXPENSES	Police	\$ 600.00
CHECK TOTAL FOR CHECK NUMBER 195227										\$ 8,282.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195228; 04/10/2026; Outstanding; null										
	940	ENTERPRISE FM TRUST	FBN5612416	04/03/2026	PARKS & REC-PO		593-60008-901-0000	VEHICLE/EQUIPMENT LEASE	One (1) Ford Ranger 1/2 truck to this account	\$ 0.00
	940	ENTERPRISE FM TRUST	FBN5612416	04/03/2026	PARKS & REC-PO		592-60008-801-0000	VEHICLE/EQUIPMENT LEASE	One (1) 2025 Ford Ranger XLT Supercrew (Utilities) (S/B 592-70000-801-0000 \$4,415.10)	\$ 0.00
	940	ENTERPRISE FM TRUST	FBN5612416	04/03/2026	PARKS & REC-PO		353-60008-403-0000	VEHICLE/EQUIPMENT LEASE	Two (2) 2025 Ford F-350 Reg Cab XLT trucks and One (1) 2025 Ford F-350 Crew Cab XLT truck (P&R)	\$ 3,043.01
	940	ENTERPRISE FM TRUST	FBN5612443	04/03/2026	UTILITIES-PO		593-60008-901-0000	VEHICLE/EQUIPMENT LEASE	One 2025 Ford Ranger XLT Supercrew (Utilities) lease	\$ 351.29
	940	ENTERPRISE FM TRUST	FBN5612443	04/03/2026	UTILITIES-PO		592-60008-801-0000	VEHICLE/EQUIPMENT LEASE	One 2025 Ford Ranger XLT Supercrew (Utilities) lease	\$ 351.30
	940	ENTERPRISE FM TRUST	FBN5612443	04/03/2026	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 195228										\$ 3,745.60
195229; 04/10/2026; Outstanding; null										
	943	COLUMN SOFTWARE PBC	B283E281-0044	03/19/2026	PUBLIC WORKS		100-55031-150-0000	LEGAL ADS	Legal Notice 4405370	\$ 153.00
	943	COLUMN SOFTWARE PBC	B283E281-0045	03/19/2026	PUBLIC WORKS		100-55031-150-0000	LEGAL ADS	Legal Notice 4406230	\$ 173.38
CHECK TOTAL FOR CHECK NUMBER 195229										\$ 326.38

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195230; 04/10/2026; Outstanding; null										
	965	MITCHELL A DECKER	1062	04/01/2026	UTILITIES-PO		591-55041-902-0000 00	CONTRACT LABOR	WTP Mowing (2 new sites)	\$ 245.56
	965	MITCHELL A DECKER	1062	04/01/2026	UTILITIES-PO		591-55041-902-0000 00	CONTRACT LABOR	WWTP Mowing	\$ 1,126.00
	965	MITCHELL A DECKER	1062	04/01/2026	UTILITIES-PO		590-55041-802-0000 00	CONTRACT LABOR	WTP Mowing	\$ 2,074.00
CHECK TOTAL FOR CHECK NUMBER 195230										\$ 3,445.56
195231; 04/10/2026; Outstanding; null										
	995	KC MEDIA LLC	7679	04/01/2026	TRANSIENT GUEST TAX		244-55028-119-0000 00	ADVERTISING	Visit Liberty ad in April IN KC Magazine	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 195231										\$ 1,000.00
195232; 04/10/2026; Outstanding; null										
	996	EMILY SEYMOUR	4/2/2026	04/02/2026	PARKS & RECREATION		465-55061-410-0000 00	STARTS AND TURNS		\$ 40.00
CHECK TOTAL FOR CHECK NUMBER 195232										\$ 40.00
195233; 04/10/2026; Outstanding; null										
	997	PENNY LEWIS	4/2/2026	04/02/2026	PARKS & RECREATION		465-55061-410-0000 00	STARTS AND TURNS		\$ 50.00
	997	PENNY LEWIS	4/2/2026	04/02/2026	PARKS & RECREATION		465-55054-410-0000 00	SWIM TEAM BASICS		\$ 50.00
	997	PENNY LEWIS	4/2/2026	04/02/2026	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 200.00
	997	PENNY LEWIS	4/2/2026	04/02/2026	PARKS & RECREATION		465-55056-410-0000 00	SEMI-PRIVATE SWIM LESSONS		\$ 52.00
	997	PENNY LEWIS	4/2/2026	04/02/2026	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 20.00
	997	PENNY LEWIS	4/2/2026	04/02/2026	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 50.00
CHECK TOTAL FOR CHECK NUMBER 195233										\$ 422.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195234; 04/10/2026; Outstanding; null										
	1009	LILLIAN BRYANT	4/1/2026	04/02/2026	PARKS & RECREATION		465-55058-410-0000	PRIVATE SWIMMING LESSONS		\$ 416.00
CHECK TOTAL FOR CHECK NUMBER 195234										\$ 416.00
195235; 04/10/2026; Outstanding; null										
	1018	OSBORN & BARR COMMUNICATIONS	143183	04/02/2026	TRANSIENT GUEST TAX		244-55028-119-0000	ADVERTISING	Visit Liberty SEM Ads for Q2	\$ 1,073.96
CHECK TOTAL FOR CHECK NUMBER 195235										\$ 1,073.96
195236; 04/10/2026; Outstanding; null										
	1020	HYDRO-KLEAN LLC	098795	03/24/2026	UTILITIES-PO		593-70020-901-0000	CONSTRUCTION CONTRACT	Manhole Rehabilitation Services	\$ 41,850.00
CHECK TOTAL FOR CHECK NUMBER 195236										\$ 41,850.00
195237; 04/10/2026; Outstanding; null										
	1031	MCCOWN GORDON CONSTRUCTION LLC	1	04/02/2026	PUB WRKS-PO		105-70020-501-SOB25	CONSTRUCTION CONTRACT	Police Expansion Project	\$ 871,477.56
	1031	MCCOWN GORDON CONSTRUCTION LLC	1	04/02/2026	PUB WRKS-PO		105-20003-000-0000	RETAINAGE PAYABLE	RETAINAGE	\$ (43,573.88)
CHECK TOTAL FOR CHECK NUMBER 195237										\$ 827,903.68
195238; 04/10/2026; Outstanding; null										
Final out PO	1068	THE WILSON GROUP, INC	W171-01-4F	03/31/2026	PUB WRKS-PO	Final out PO	100-57023-202-0000	CITY HALL MAINTENANCE	2nd FI Breakroom Remodel	\$ 30,779.55
CHECK TOTAL FOR CHECK NUMBER 195238										\$ 30,779.55
195239; 04/10/2026; Cleared; 04/10/2026										
	1074	NETSPEND HOLDINGS, INC	2944618	04/04/2026	NONE		244-59005-119-AM250	SPECIAL EVENTS - AM250	GIFT CARDS FOR ART/ESSAY CONTEST	\$ 3,742.00
CHECK TOTAL FOR CHECK NUMBER 195239										\$ 3,742.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195240; 04/10/2026; Outstanding; null										
	1077	CAITLYN MCCARTHY	4/2/2026	04/02/2026	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 75.00
CHECK TOTAL FOR CHECK NUMBER 195240										\$ 75.00
195241; 04/10/2026; Outstanding; null										
	1086	VERTEXONE SOFTWARE, LLC	038-FI000003967	03/13/2026	FINANCE		590-57030-801-0000 00	SOFTWARE MAINTENANCE	February Fees	\$ 25.49
	1086	VERTEXONE SOFTWARE, LLC	038-FI000003967	03/13/2026	FINANCE		591-57030-901-0000 00	SOFTWARE MAINTENANCE	February Fees	\$ 51.73
CHECK TOTAL FOR CHECK NUMBER 195241										\$ 77.22
195242; 04/10/2026; Outstanding; null										
	1089	FREESE AND NICHOLS, INC	0001399279	03/11/2026	P&D-PO		100-59026-160-0000 00	MISCELLANEOUS EXPENSES	Downtown Design Plan	\$ 14,565.92
CHECK TOTAL FOR CHECK NUMBER 195242										\$ 14,565.92
195243; 04/10/2026; Outstanding; null										
	1110	APEX ENVIRONMENTAL CONSULTANTS	260025E-01	02/17/2026	PUB WRKS-PO	Final out PO	105-70020-501-SOB25	CONSTRUCTION CONTRACT	APEX Environmental Consulting for Pre-Renovation Environmental Testing	\$ 5,070.00
CHECK TOTAL FOR CHECK NUMBER 195243										\$ 5,070.00
195244; 04/10/2026; Outstanding; null										
	1146	KYLE TRIPP	000101	04/05/2026	PARKS & RECREATION		465-57019-420-0000 00	BUILDING MAINTENANCE	Hot tub repairs	\$ 3,925.00
CHECK TOTAL FOR CHECK NUMBER 195244										\$ 3,925.00
195245; 04/10/2026; Outstanding; null										
	1148	SOUTHERN TIRE MART AT PILOT, L	5530000695	03/12/2026	FIRE		106-57009-302-0000 00	VEHICLE MAINTENANCE	Pleasant Valley Amb Tires	\$ 987.00
CHECK TOTAL FOR CHECK NUMBER 195245										\$ 987.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195246; 04/10/2026; Outstanding; null										
	1216	CONSTRUCTION MATERIAL TRUCKING	5302351	04/02/2026	UTILITIES		591-55026-902-0000	FEES-LIME SLUDGE DISPOSAL	WWTP - Biosolids Removal	\$ 2,380.00
CHECK TOTAL FOR CHECK NUMBER 195246										\$ 2,380.00
195247; 04/10/2026; Outstanding; null										
	1758	GEORGE BUTLER ASSOC INC	92408	03/18/2026	PUB WRKS-PO		350-70017-203-0000	ENGINEERING DESIGN	Contracted Price	\$ 14,869.75
CHECK TOTAL FOR CHECK NUMBER 195247										\$ 14,869.75
195248; 04/10/2026; Outstanding; null										
	2210	HACH INC	14940096	04/01/2026	UTILITIES-PO		590-55041-802-0000	CONTRACT LABOR	Hach Service Agreement	\$ 16,604.00
CHECK TOTAL FOR CHECK NUMBER 195248										\$ 16,604.00
195249; 04/10/2026; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	86163438	04/08/2026	FIRE		106-53001-302-0000	MEDICAL SUPPLIES	medical supplies	\$ 1,883.87
	2300	BOUND TREE MEDICAL LLC	86152777	03/31/2026	POLICE		105-60000-501-0000	MINOR EQUIPMENT	Tourniquets	\$ 1,374.50
CHECK TOTAL FOR CHECK NUMBER 195249										\$ 3,258.37

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195250; 04/10/2026; Outstanding; null										
	2767	K C WINWATER WORKS CO	360293-01	03/25/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	WTP - 24" Valve Replacement	\$ 15,818.00
	2767	K C WINWATER WORKS CO	360687-01	03/26/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 630.00
	2767	K C WINWATER WORKS CO	360509-01	03/24/2026	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #269	\$ 1,035.00
	2767	K C WINWATER WORKS CO	361063-01	04/02/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 500.00
	2767	K C WINWATER WORKS CO	361063-01	04/02/2026	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #306	\$ 1,788.00
	2767	K C WINWATER WORKS CO	361127-01	04/02/2026	UTILITIES		591-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #501	\$ 45.00
	2767	K C WINWATER WORKS CO	360898-01	03/31/2026	UTILITIES		591-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #512, #491	\$ 158.00
CHECK TOTAL FOR CHECK NUMBER 195250										\$ 19,974.00
195251; 04/10/2026; Outstanding; null										
	2795	BARTS ELECTRIC CO INC	31916	03/20/2026	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	City Hall Maintenance	\$ 305.50
CHECK TOTAL FOR CHECK NUMBER 195251										\$ 305.50
195252; 04/10/2026; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281386214	04/06/2026	PARKS & RECREATION		465-57018-420-000000	MISC EQUIPMENT MAINT	Facility Mats 4.6.26	\$ 146.13
CHECK TOTAL FOR CHECK NUMBER 195252										\$ 146.13

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195253; 04/10/2026; Outstanding; null										
	3068	SITE ONE LANDSCAPE SUPPLY LLC	163174450-001	04/01/2026	PARKS & RECREATION		466-59019-445-0000	PARK TREES	250 Trees for 250 Years - Elms	\$ 1,090.04
	3068	SITE ONE LANDSCAPE SUPPLY LLC	163174450-002	04/03/2026	PARKS & RECREATION		466-59019-445-0000	PARK TREES	250 Trees for 250 Years - Elms	\$ 1,744.06
CHECK TOTAL FOR CHECK NUMBER 195253										\$ 2,834.10
195254; 04/10/2026; Outstanding; null										
Acct #527657-320655	3552	K C MO WATER SERVICES	KC MAR-26	04/03/2026	FINANCE		591-55040-902-0000	SEWAGE TREATMENT SERVICES	Wastewater March	\$ 1,127.33
CHECK TOTAL FOR CHECK NUMBER 195254										\$ 1,127.33
195255; 04/10/2026; Outstanding; null										
	4299	ZONES INC	K33068370101	03/25/2026	TECH & LOGISTICS		100-60002-170-0000	MINOR SOFTWARE	power pdf	\$ 954.00
	4299	ZONES INC	K33050300101	03/26/2026	TECH & LOGISTICS		100-57030-170-0000	SOFTWARE MAINTENANCE	power pdf	\$ 1,842.00
CHECK TOTAL FOR CHECK NUMBER 195255										\$ 2,796.00
195256; 04/10/2026; Outstanding; null										
	4393	MO ONE CALL SYSTEM INC	6030220	03/31/2026	UTILITIES		590-55002-801-0000	MISSOURI ONE CALL FEE	Locates - March 2026	\$ 350.33
	4393	MO ONE CALL SYSTEM INC	6030220	03/31/2026	UTILITIES		591-55002-901-0000	MISSOURI ONE CALL FEE	Locates - March 2026	\$ 350.32
CHECK TOTAL FOR CHECK NUMBER 195256										\$ 700.65
195257; 04/10/2026; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-260488114	04/06/2026	FIRE		106-57014-300-0000	EMERGENCY MGT MAINTENANCE	St. 1 Generator Maintenance	\$ 3,029.25
	4424	CUMMINS SALES AND SERVICE	H9-260387178	03/30/2026	UTILITIES		591-57003-902-0000	LIFT STATION MAINTENANCE	WWTP - Rush Creek Repair	\$ 1,039.39
CHECK TOTAL FOR CHECK NUMBER 195257										\$ 4,068.64

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195258; 04/10/2026; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	4/1/2026	04/02/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 266.00
CHECK TOTAL FOR CHECK NUMBER 195258										\$ 266.00
195259; 04/10/2026; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	3536	03/19/2026	TRANSIENT GUEST TAX		244-59005-119-AM250	SPECIAL EVENTS - AM250	America 250 giveaway tote bags for HDLI	\$ 5,000.00
	4528	HISTORIC DOWNTOWN LIBERTY INC	APRIL 2026	04/07/2026	TRNST GST TX-PO		244-59018-119-000000	HDLI CONTRACT	HDLI Contract	\$ 3,333.33
CHECK TOTAL FOR CHECK NUMBER 195259										\$ 8,333.33
195260; 04/10/2026; Outstanding; null										
	4760	JJMAC ENTERPRISES, LLC	35751	04/03/2026	FIRE		106-57019-300-000000	BUILDING MAINTENANCE	St 3 carpet cleaning	\$ 425.00
CHECK TOTAL FOR CHECK NUMBER 195260										\$ 425.00
195261; 04/10/2026; Outstanding; null										
	4763	PRINTING UNLIMITED	74469	04/08/2026	PR & COMMUNICATION		100-53032-113-000000	OUTSIDE PRINTING	Utility Bill Insert for March 2026	\$ 685.00
CHECK TOTAL FOR CHECK NUMBER 195261										\$ 685.00

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City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195262; 04/10/2026; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	24876	03/24/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Feline spay	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24847	03/25/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24843	03/27/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24841	04/01/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24834	04/03/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24898	04/01/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24893	04/03/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24848	04/06/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24906	04/06/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 195262										\$ 680.00
195263; 04/10/2026; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0050012	04/01/2026	PARKS & RECREATION		461-59026-451-00000	MISCELLANEOUS EXPENSES	Security System	\$ 467.88
CHECK TOTAL FOR CHECK NUMBER 195263										\$ 467.88
195264; 04/10/2026; Outstanding; null										
	5043	AMY BLAKE	4/15 - 4/17/26	02/17/2026	FINANCE	Hold for P/U	100-54000-140-00000	TRAINING TRAVEL	MO PRIMA Conference	\$ 471.40
CHECK TOTAL FOR CHECK NUMBER 195264										\$ 471.40

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195265; 04/10/2026; Outstanding; null										
	5257	NATHAN JONES	4/2/2026	04/02/2026	PARKS & RECREATION		465-55058-410-0000	PRIVATE SWIMMING LESSONS		\$ 19.00
	5257	NATHAN JONES	4/2/2026	04/02/2026	PARKS & RECREATION		465-55056-410-0000	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
CHECK TOTAL FOR CHECK NUMBER 195265										\$ 45.00
195266; 04/10/2026; Outstanding; null										
	5330	KCUR, UNIVERISTY OF MO-KC	MCC-1260374 54	03/29/2026	TRANSIENT GUEST TAX		244-59005-119-AM250	SPECIAL EVENTS - AM250	KCUR AM250 Ad for March	\$ 292.00
CHECK TOTAL FOR CHECK NUMBER 195266										\$ 292.00
195267; 04/10/2026; Outstanding; null										
	5383	CORNELL ROOFING & SHEET METAL	SD1168	03/26/2026	UTILITIES		591-57019-902-0000	BUILDING MAINTENANCE	Cold Storage Roof Repair	\$ 6,650.00
	5383	CORNELL ROOFING & SHEET METAL	SD1168	03/26/2026	UTILITIES		591-57019-901-00000	BUILDING MAINTENANCE	Cold Storage Roof Repair	\$ 6,650.00
	5383	CORNELL ROOFING & SHEET METAL	SD1168	03/26/2026	UTILITIES		590-57019-801-0000	BUILDING MAINTENANCE	Cold Storage Roof Repair	\$ 6,650.00
CHECK TOTAL FOR CHECK NUMBER 195267										\$ 19,950.00
195268; 04/10/2026; Outstanding; null										
	5391	KANSAS CITY INDUSTRIAL CONTROL	260119	03/31/2026	UTILITIES		590-57004-801-0000	MAINS & LINES MAINTENANCE	Bulk Water Station Repair	\$ 645.77
CHECK TOTAL FOR CHECK NUMBER 195268										\$ 645.77

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195269; 04/10/2026; Outstanding; null										
	5394	GALL'S INC	034612094	04/01/2026	FIRE		106-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 7.98
	5394	GALL'S INC	034609775	04/01/2026	FIRE		106-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 138.97
	5394	GALL'S INC	034600696	03/31/2026	FIRE		106-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 77.82
	5394	GALL'S INC	034597993	03/31/2026	FIRE		106-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 144.23
	5394	GALL'S INC	034584395	03/30/2026	FIRE		106-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 116.00
	5394	GALL'S INC	034340161	03/09/2026	FIRE		106-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 70.83
	5394	GALL'S INC	034629198	04/02/2026	FIRE		106-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 90.26
	5394	GALL'S INC	034627237	04/02/2026	FIRE		106-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 7.98
	5394	GALL'S INC	034659848	04/07/2026	FIRE		106-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 37.98
CHECK TOTAL FOR CHECK NUMBER 195269										\$ 692.05
195270; 04/10/2026; Outstanding; null										
	5394	GALL'S INC	034669206	04/07/2026	FIRE		106-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 15.71
CHECK TOTAL FOR CHECK NUMBER 195270										\$ 15.71

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195271; 04/10/2026; Outstanding; null										
	5460	VALVOLINE LLC	120714	04/03/2026	FIRE		106-57009-304-0000 00	VEHICLE MAINTENANCE	Fire #603 oil change	\$ 34.99
	5460	VALVOLINE LLC	93483	01/23/2025	TECH & LOGISTICS		100-57009-170-0000 00	VEHICLE MAINTENANCE	oil change	\$ 40.52
	5460	VALVOLINE LLC	88323	10/30/2024	UTILITIES		591-57009-902-0000 00	VEHICLE MAINTENANCE	WWTP - Service Vehicle #190	\$ 38.11
	5460	VALVOLINE LLC	120641	04/02/2026	UTILITIES		591-57009-901-0000 00	VEHICLE MAINTENANCE	Serviced Vehicle #183	\$ 41.98
	5460	VALVOLINE LLC	120602	04/01/2026	UTILITIES		590-57009-801-0000 00	VEHICLE MAINTENANCE	Serviced Vehicle #186	\$ 69.97
CHECK TOTAL FOR CHECK NUMBER 195271										\$ 225.57
195272; 04/10/2026; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	2985	04/01/2026	POLICE		105-59014-501-00000 0	CLOTHING EXPENSES	Zeller Shirts	\$ 91.99
	5482	ALTERATIONS & CUSTOM SEWING ST	2984	04/01/2026	POLICE		105-59014-501-00000 0	CLOTHING EXPENSES	Jobe Uniforms	\$ 714.96
CHECK TOTAL FOR CHECK NUMBER 195272										\$ 806.95
195273; 04/10/2026; Outstanding; null										
	5534	JUKEBOXX MEDIA LLC	5997	04/06/2026	TRANSIENT GUEST TAX		244-59006-119-0000 00	LIBERTY FEST	Band for the concert at Liberty Fest	\$ 6,400.00
CHECK TOTAL FOR CHECK NUMBER 195273										\$ 6,400.00
195274; 04/10/2026; Outstanding; null										
	5575	TW CUSTOM BRANDING	63174	03/30/2026	TRANSIENT GUEST TAX		244-59005-119-AM250	SPECIAL EVENTS - AM250	America 250 Shirts	\$ 1,319.73
	5575	TW CUSTOM BRANDING	56256	03/26/2026	PARKS & REC-PO		461-53003-451-0000 00	RECREATION SUPPLIES	Youth Sports Apparel Bitty Sports	\$ 586.01
	5575	TW CUSTOM BRANDING	57017	04/08/2026	PARKS & REC-PO		461-53003-451-0000 00	RECREATION SUPPLIES	Sports Apparel Purchases	\$ 774.00
CHECK TOTAL FOR CHECK NUMBER 195274										\$ 2,679.74

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195275; 04/10/2026; Outstanding; null										
	5626	WEX BANK	111571763	03/31/2026	NONE		100-12023-000-0000	INVENTORY-GASOLINE	WEX MARCH	\$ 39,446.56
CHECK TOTAL FOR CHECK NUMBER 195275										\$ 39,446.56
195276; 04/10/2026; Outstanding; null										
	5694	RUSSELL FRICK	752374	03/27/2026	UTILITIES		591-57004-901-0000	MAINS & LINES MAINTENANCE	Dirt - Stockpile	\$ 270.00
	5694	RUSSELL FRICK	752374	03/27/2026	UTILITIES		590-57004-801-0000	MAINS & LINES MAINTENANCE	Dirt - Stockpile	\$ 270.00
CHECK TOTAL FOR CHECK NUMBER 195276										\$ 540.00
195277; 04/10/2026; Outstanding; null										
	5735	SUPERIOR ELECTRICAL CONST	365576	04/01/2026	UTILITIES		590-57005-802-0000	WATER PLANT MAINTENANCE	WTP - Troubleshoot & Repair HSP #4	\$ 553.50
CHECK TOTAL FOR CHECK NUMBER 195277										\$ 553.50
195278; 04/10/2026; Outstanding; null										
	5760	ALLMAX SOFTWARE LLC	29455	03/31/2026	UTILITIES		591-57030-902-0000	SOFTWARE MAINTENANCE	WWTP - Added 2 Users	\$ 3,000.00
CHECK TOTAL FOR CHECK NUMBER 195278										\$ 3,000.00
195279; 04/10/2026; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD190875	04/06/2026	UTILITIES-PO		590-53009-802-0000	CHEMICALS	Hydrated Lime, truck delivery charges, fuel surcharge	\$ 11,328.08
	5761	MISSISSIPPI LIME CO INC	CD188645	03/29/2026	UTILITIES-PO		590-53009-802-0000	CHEMICALS	Hydrated Lime, truck delivery charges, fuel surcharge	\$ 10,750.41
CHECK TOTAL FOR CHECK NUMBER 195279										\$ 22,078.49
195280; 04/10/2026; Outstanding; null										
COL - March DV	5964	SYNERGY SERVICES INC	DV-MAR 2026	03/31/2026	FINANCE		100-20015-000-0000	DOMESTIC VIOLENCE SHELTER	DV-MARCH Court	\$ 1,008.00
CHECK TOTAL FOR CHECK NUMBER 195280										\$ 1,008.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195281; 04/10/2026; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4467791	04/01/2026	FIRE		106-53001-302-0000	MEDICAL SUPPLIES	medical supplies	\$ 237.16
CHECK TOTAL FOR CHECK NUMBER 195281										\$ 237.16
195282; 04/10/2026; Outstanding; null										
	6045	VEENSTRA & KIMM INC	47419-6	03/27/2026	UTILITIES-PO		593-70017-901-0000	ENGINEERING DESIGN	Engineering Services for Roadway Sewer Crossings	\$ 10,796.00
CHECK TOTAL FOR CHECK NUMBER 195282										\$ 10,796.00
195283; 04/10/2026; Cleared; 04/10/2026										
	6085	BRIXMOR SPE 5 LLC	APRIL2026	04/07/2026	NONE		605-55044-618-0000	MISCELLANEOUS FEES	APRIL 2026 PYMT	\$ 23,737.02
	6085	BRIXMOR SPE 5 LLC	APRIL2026	04/07/2026	NONE		100-48028-000-0000	TIF ADMINISTRATIVE FEE	APRIL ADMIN FEE	\$ (269.50)
	6085	BRIXMOR SPE 5 LLC	APRIL2026	04/07/2026	NONE		605-55008-618-0000	ADMINISTRATIVE FEES	APRIL ADMIN FEE	\$ 269.50
CHECK TOTAL FOR CHECK NUMBER 195283										\$ 23,737.02
195284; 04/10/2026; Cleared; 04/10/2026										
	6100	MOAZ PAVING, LLC	174	03/22/2026	UTILITIES		590-57004-801-0000	MAINS & LINES MAINTENANCE	Concrete - Leonard, Liberty & Conistor, Hooke	\$ 6,841.60
	6100	MOAZ PAVING, LLC	174	03/22/2026	UTILITIES		591-57004-901-0000	MAINS & LINES MAINTENANCE	Concrete - Wilshire	\$ 2,778.87
CHECK TOTAL FOR CHECK NUMBER 195284										\$ 9,620.47
195285; 04/10/2026; Outstanding; null										
Mowing Week of 4.6.26	6136	KITCHS LAWN CARE & LANDSCAPING	3720	04/07/2026	CEMETERY MNTCE-PO	Mowing Week of 4.6.26	247-57024-204-0000	MOWING CONTRACT	Cemetery Mowing Services 2026	\$ 2,310.00
CHECK TOTAL FOR CHECK NUMBER 195285										\$ 2,310.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195286; 04/10/2026; Outstanding; null										
	6189	CALDWELL COUNTY DETENTION CTR	MARCH 2026	04/03/2026	POLICE		105-55030-511-00000	PRISONER HOUSING EXPENSE	March Prisoner Housing	\$ 3,520.00
CHECK TOTAL FOR CHECK NUMBER 195286										\$ 3,520.00
195287; 04/10/2026; Outstanding; null										
	6228	NORTON & SCHMIDT ENGINEERS LLC	2025-0920-1	03/31/2026	NONE		100-59026-160-00000	MISCELLANEOUS EXPENSES	Demo plan review - 11 N Water	\$ 3,562.50
CHECK TOTAL FOR CHECK NUMBER 195287										\$ 3,562.50
195288; 04/10/2026; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002499285	03/31/2026	FIRE		106-53009-302-00000	CHEMICALS	Fire oxygen	\$ 46.28
CHECK TOTAL FOR CHECK NUMBER 195288										\$ 46.28
195289; 04/10/2026; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	15212	03/26/2026	ANIMAL CONTROL		100-57019-165-00000	BUILDING MAINTENANCE	monthly spray	\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 195289										\$ 60.00
195290; 04/10/2026; Outstanding; null										
	6358	DH PACE COMPANY INC	CD2600034675	03/31/2026	UTILITIES		590-57019-802-00000	BUILDING MAINTENANCE	WTP - Building Maintenance	\$ 1,133.48
CHECK TOTAL FOR CHECK NUMBER 195290										\$ 1,133.48
195291; 04/10/2026; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-104878	04/07/2026	ANIMAL CONTROL		100-57019-165-00000	BUILDING MAINTENANCE	Window cleaning	\$ 240.00
CHECK TOTAL FOR CHECK NUMBER 195291										\$ 240.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195292; 04/10/2026; Outstanding; null										
	6471	JCI INDUSTRIES INC	1	03/23/2026	UTILITIES-PO		593-70005-902-0000 00	PLANT CAPITAL REPLACEMENTS	MBT 2 Kubota Membranes Installation.	\$ 154,862.00
	6471	JCI INDUSTRIES INC	1	03/23/2026	UTILITIES-PO		593-20003-000-0000 00	RETAINAGE PAYABLE	Retainage	\$ (7,743.10)
CHECK TOTAL FOR CHECK NUMBER 195292										\$ 147,118.90
195293; 04/10/2026; Outstanding; null										
	6539	MARMIC FIRE & SAFETY CO INC	D611354	04/03/2026	PARKS & RECREATION		465-57019-420-0000 00	BUILDING MAINTENANCE	Fire alarm service call and diagnosis - white room pull station	\$ 458.78
CHECK TOTAL FOR CHECK NUMBER 195293										\$ 458.78
195294; 04/10/2026; Outstanding; null										
	6577	THOMSON AFFINITY TITLE LLC	2100	04/01/2026	PUBLIC WORKS		352-57033-201-0000 00	SIDEWALK MAINTENANCE PROGRAM	Title Work re: 834 Marilynn Ave	\$ 275.00
	6577	THOMSON AFFINITY TITLE LLC	2124	04/01/2026	PUBLIC WORKS		352-57033-201-0000 00	SIDEWALK MAINTENANCE PROGRAM	Title Work re: 832 Marilynn Ave	\$ 275.00
	6577	THOMSON AFFINITY TITLE LLC	2120	04/01/2026	PUBLIC WORKS		352-57033-201-0000 00	SIDEWALK MAINTENANCE PROGRAM	Title Work re: 833 Marilynn Ave	\$ 275.00
	6577	THOMSON AFFINITY TITLE LLC	2123	04/01/2026	PUBLIC WORKS		352-57033-201-0000 00	SIDEWALK MAINTENANCE PROGRAM	Title Work re: 835 Marilynn Ave	\$ 275.00
CHECK TOTAL FOR CHECK NUMBER 195294										\$ 1,100.00
195295; 04/10/2026; Outstanding; null										
	6612	LIPPERT MECHANICAL SERVICE INC	SI2143056	03/23/2026	UTILITIES		590-57005-802-0000 00	WATER PLANT MAINTENANCE	WTP - Isolation Valve	\$ 3,035.70
CHECK TOTAL FOR CHECK NUMBER 195295										\$ 3,035.70

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195296; 04/10/2026; Outstanding; null										
	6683	STEPHEN G TAYLOR	04072026	04/07/2026	PROSECUTOR		100-55005-115-00000	LEGAL FEES	Legal Fees	\$ 750.00
CHECK TOTAL FOR CHECK NUMBER 195296										\$ 750.00
195297; 04/10/2026; Outstanding; null										
	6703	LIBERTY SOLAR, LLC	81	04/01/2026	NONE		591-56000-902-00000	ELECTRIC	SOLAR SERVICES	\$ 819.71
	6703	LIBERTY SOLAR, LLC	81	04/01/2026	NONE		461-56000-451-00000	ELECTRIC	SOLAR SERVICES	\$ 2,881.96
	6703	LIBERTY SOLAR, LLC	81	04/01/2026	NONE		590-56000-802-00000	ELECTRIC	SOLAR SERVICES	\$ 7,335.33
CHECK TOTAL FOR CHECK NUMBER 195297										\$ 11,037.00
195298; 04/10/2026; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC221210	04/02/2026	UTILITIES		591-57018-901-00000	MISC EQUIPMENT MAINT	Debris Hose	\$ 1,546.86
CHECK TOTAL FOR CHECK NUMBER 195298										\$ 1,546.86
195299; 04/10/2026; Outstanding; null										
	7509	KAPKE & WILLERTH LLC	69925	04/07/2026	FINANCE		100-55005-111-00000	LEGAL FEES	Legal Fees	\$ 3,375.00
	7509	KAPKE & WILLERTH LLC	69758	02/04/2026	FINANCE		244-55005-119-00000	LEGAL FEES	Legal Fees	\$ 135.00
	7509	KAPKE & WILLERTH LLC	69758	02/04/2026	FINANCE		590-55005-131-00000	LEGAL FEES	Legal Fees	\$ 180.00
	7509	KAPKE & WILLERTH LLC	69758	02/04/2026	FINANCE		100-55005-111-00000	LEGAL FEES	Legal Fees	\$ 2,970.00
	7509	KAPKE & WILLERTH LLC	69925	04/07/2026	FINANCE		590-55005-131-00000	LEGAL FEES	Legal Fees	\$ 450.00
CHECK TOTAL FOR CHECK NUMBER 195299										\$ 7,110.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195300; 04/10/2026; Outstanding; null										
	7683	RICOH USA, INC	109933940	04/01/2026	FIRE		106-53031-300-0000 00	COPIER LEASE & USAGE	Fire copier lease	\$ 137.89
CHECK TOTAL FOR CHECK NUMBER 195300										\$ 137.89
195301; 04/10/2026; Outstanding; null										
	8355	CENTRAL JACKSON CO FPD	TC26-086	04/02/2026	FIRE		106-53017-303-0000 00	CPR TRAINING SUPPLIES	Fire CPR cards	\$ 700.00
	8355	CENTRAL JACKSON CO FPD	TC26-092	04/08/2026	FIRE-PO		106-54004-303-0000 00	TRAINING COSTS	Continuing Education Units January - December 2026	\$ 3,000.00
CHECK TOTAL FOR CHECK NUMBER 195301										\$ 3,700.00
195302; 04/10/2026; Outstanding; null										
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST498326	04/06/2026	PLANNING & DVLP		100-53031-150-0000 00	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 64.46
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST498326	04/06/2026	PLANNING & DVLP		100-53031-201-0000 00	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 64.46
CHECK TOTAL FOR CHECK NUMBER 195302										\$ 128.92
195303; 04/10/2026; Outstanding; null										
	8811	TRAINING @ YOUR PLACE LLC	12984	01/01/2026	FINANCE		100-57030-130-0000 00	SOFTWARE MAINTENANCE	2026 FIN LICENSE RENEWAL	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 195303										\$ 150.00
195304; 04/10/2026; Outstanding; null										
	999999	Jeanne Jackson	2714069	04/01/2026	PARKS & RECREATION		465-20010-000-0000 00	REFUNDS PAYABLE	Class Cancelled low enrollment	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 195304										\$ 100.00
195305; 04/10/2026; Outstanding; null										
	999999	Brittany Sharp	2718094	04/07/2026	PARKS & RECREATION		461-20010-000-0000 00	REFUNDS PAYABLE	Not Playing	\$ 50.00
CHECK TOTAL FOR CHECK NUMBER 195305										\$ 50.00

**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										
195306; 04/10/2026; Outstanding; null										
	999999	Cameron Killip	2719814	04/09/2026	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Personal Training Refund	\$ 24.00
CHECK TOTAL FOR CHECK NUMBER 195306										\$ 24.00
195307; 04/10/2026; Outstanding; null										
	401	TARA SCHMITTER	4/15 - 4/17/202	02/18/2026	FINANCE	Hold for P/U	100-54000-140-0000	TRAINING TRAVEL	2026 MO PRIMA Conf	\$ 130.00
CHECK TOTAL FOR CHECK NUMBER 195307										\$ 130.00
195308; 04/10/2026; Outstanding; null										
	801	LESLIE NEUMEYER	4/19-4/22/2026	04/06/2026	FINANCE	Hold for P/U	100-54000-140-0000	TRAINING TRAVEL	SHRM Talent Conf	\$ 196.00
CHECK TOTAL FOR CHECK NUMBER 195308										\$ 196.00
195309; 04/10/2026; Outstanding; null										
	9209	LIBERTY SPORTS OFFICIALS	SPRING 7-2026	04/08/2026	PARKS & REC-PO		461-55041-451-00000	CONTRACT LABOR	2026 Youth and Adult Sports Officiating Services	\$ 4,764.50
CHECK TOTAL FOR CHECK NUMBER 195309										\$ 4,764.50
Grand Total:										\$ 1,489,353.40

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

APRIL 17, 2026

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 04/15/2026 and 04/17/2026;

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										
195310; 04/17/2026; Outstanding; null										
	12	JOEL REINOEHL	TI011	04/15/2026	PARKS & RECREATION		465-55043-420-0000 00	SPONSORSHIPS	Tompkins Industries Banner Sponsorship	\$ 270.00
	12	JOEL REINOEHL	TI011	04/15/2026	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Tompkins Industries Banner Sponsorship	\$ 550.00
	12	JOEL REINOEHL	RR047	04/15/2026	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Red Robin Field Sponsorship	\$ 300.00
	12	JOEL REINOEHL	GI03	04/15/2026	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	GI Junk Sponsorship	\$ 437.50
	12	JOEL REINOEHL	TI011	04/15/2026	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	Tompkins Industries Banner Sponsorship	\$ 180.00
CHECK TOTAL FOR CHECK NUMBER 195310										\$ 1,737.50
195311; 04/17/2026; Outstanding; null										
	22	CITY OF GLADSTONE	44166821	04/06/2026	POLICE		105-53036-511-00000 0	DISPATCH COLOCATION EXPENSES	Dispatch Annual Operating Expenses	\$ 22,106.96
CHECK TOTAL FOR CHECK NUMBER 195311										\$ 22,106.96
195312; 04/17/2026; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	51921448014	04/15/2026	PARKS & REC-PO		461-53005-451-0000 00	CONCESSION SUPPLIES	Beverage Products at CapFed Sports Complex and LCC Vending Machines	\$ 2,287.81
CHECK TOTAL FOR CHECK NUMBER 195312										\$ 2,287.81
195313; 04/17/2026; Outstanding; null										
	124	RADARSIGN, LLC	INV4081	08/27/2025	POLICE		105-60000-501-0000 00	MINOR EQUIPMENT	Radar sign batteries/charger	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 195313										\$ 100.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195314; 04/17/2026; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11550	04/01/2026	POLICE		105-55044-501-000000	MISCELLANEOUS FEES	Intake Processing, DNA Sample, Lab Exam	\$ 3,904.25
CHECK TOTAL FOR CHECK NUMBER 195314										\$ 3,904.25
195315; 04/17/2026; Outstanding; null										
	186	PRIDE CLEANERS MJV-A LLC	33472-033126	04/01/2026	POLICE		105-59014-501-000000	CLOTHING EXPENSES	March Uniform Cleaning	\$ 364.00
	186	PRIDE CLEANERS MJV-A LLC	168997-033126	04/01/2026	POLICE		105-59014-501-000000	CLOTHING EXPENSES	March Jail Laundry	\$ 59.70
CHECK TOTAL FOR CHECK NUMBER 195315										\$ 423.70
195316; 04/17/2026; Outstanding; null										
	226	MFA OIL COMPANY	3648634	04/01/2026	PARKS & RECREATION		461-56004-451-000000	NATURAL GAS	Propane	\$ 354.78
CHECK TOTAL FOR CHECK NUMBER 195316										\$ 354.78
195317; 04/17/2026; Outstanding; null										
	314	RICOH USA, INC	41608025	04/11/2026	FINANCE		100-53031-130-000000	COPIER LEASE & USAGE	May Finance Copier Lease	\$ 139.85
	314	RICOH USA, INC	41606922	04/11/2026	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	CIU Lease - May	\$ 153.81
	314	RICOH USA, INC	41607850	04/10/2026	COURT		100-53031-116-000000	COPIER LEASE & USAGE	PERIODIC PAYMENT	\$ 105.53
CHECK TOTAL FOR CHECK NUMBER 195317										\$ 399.19
195318; 04/17/2026; Outstanding; null										
Tactical Breaching Instr	315	GRIFFIN BLEDSOE	4/27-4/29/26	02/06/2026	FINANCE		105-54000-501-000000	TRAINING TRAVEL	Tactical Breaching Instr	\$ 170.00
CHECK TOTAL FOR CHECK NUMBER 195318										\$ 170.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195319; 04/17/2026; Outstanding; null										
	472	ELEVATOR SAFETY SERVICES INC	41801	04/10/2026	PARKS & RECREATION		465-57019-420-0000	BUILDING MAINTENANCE	2026 Elevator Inspection	\$ 185.00
CHECK TOTAL FOR CHECK NUMBER 195319										\$ 185.00
195320; 04/17/2026; Outstanding; null										
	669	MYRICK MECHANICAL	3584	03/24/2026	POLICE		105-70020-501-SOB25	CONSTRUCTION CONTRACT	Air conditioning inspection	\$ 415.00
CHECK TOTAL FOR CHECK NUMBER 195320										\$ 415.00
195321; 04/17/2026; Outstanding; null										
	713	KOHL WHOLESALE INC	1592045	04/15/2026	PARKS & REC-PO		461-53005-451-0000	CONCESSION SUPPLIES	Food products and serving items for concessions at CapFed Sports Complex	\$ 2,517.35
CHECK TOTAL FOR CHECK NUMBER 195321										\$ 2,517.35
195322; 04/17/2026; Outstanding; null										
	750	FLOCK SAFETY	INV-85751	03/13/2026	POLICE-PO		100-57030-512-0000	SOFTWARE MAINTENANCE	Flock Services Year 1	\$ 6,800.00
CHECK TOTAL FOR CHECK NUMBER 195322										\$ 6,800.00
195323; 04/17/2026; Outstanding; null										
	781	TEKLAB, INC.	341637	02/23/2026	UTILITIES		590-55020-802-0000	LAB FEES	WTP - Lab Fees	\$ 780.00
	781	TEKLAB, INC.	341379	02/18/2026	UTILITIES		590-55020-802-0000	LAB FEES	WTP - Lab Fees	\$ 631.95
	781	TEKLAB, INC.	344548	04/14/2026	UTILITIES-PO		591-55020-902-0000	LAB FEES	2026 Teklabs Services for WWTP	\$ 484.55
	781	TEKLAB, INC.	344065	04/08/2026	UTILITIES-PO		591-55020-902-0000	LAB FEES	2026 Teklabs Services for WWTP	\$ 376.70
CHECK TOTAL FOR CHECK NUMBER 195323										\$ 2,273.20

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195324; 04/17/2026; Outstanding; null										
	805	EMS MANAGEMENT & CONSULTANTS	EMS-025050	03/31/2026	NONE		100-55041-160-0000	CONTRACT LABOR	AMB BILLING CHARGES-MARCH 2026	\$ 11,509.45
CHECK TOTAL FOR CHECK NUMBER 195324										\$ 11,509.45
195325; 04/17/2026; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-31197	04/02/2026	POLICE		105-57009-501-0000	VEHICLE MAINTENANCE	200 Oil Change	\$ 41.97
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-30361	03/07/2026	POLICE		105-57009-501-0000	VEHICLE MAINTENANCE	234 Oil Change	\$ 47.97
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-31250	04/03/2026	POLICE		105-57009-501-0000	VEHICLE MAINTENANCE	223 Oil change	\$ 41.97
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-31489	04/11/2026	POLICE		105-57009-501-0000	VEHICLE MAINTENANCE	212 Oil Change	\$ 41.97
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-31538	04/13/2026	POLICE		105-57009-501-0000	VEHICLE MAINTENANCE	205 Oil change	\$ 40.77
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-31335	04/07/2026	POLICE		105-57009-501-0000	VEHICLE MAINTENANCE	201 Oil Change	\$ 47.97
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-30331	03/06/2026	POLICE		105-57009-501-0000	VEHICLE MAINTENANCE	206 Oil Change	\$ 47.97
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-30035	02/23/2026	POLICE		105-57009-501-0000	VEHICLE MAINTENANCE	203 Oil Change	\$ 46.98
CHECK TOTAL FOR CHECK NUMBER 195325										\$ 357.57
195326; 04/17/2026; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-000033423	04/16/2026	UTILITIES-PO		591-55026-902-0000	FEES-LIME SLUDGE DISPOSAL	Landfill/Landfilling Biosolids for WWTP	\$ 11,978.90
CHECK TOTAL FOR CHECK NUMBER 195326										\$ 11,978.90
195327; 04/17/2026; Outstanding; null										
	926	SPEX CERTIPREP, LLC	554862	01/13/2026	UTILITIES		590-55020-802-0000	LAB FEES	WTP - Lab Fees	\$ 393.34
CHECK TOTAL FOR CHECK NUMBER 195327										\$ 393.34

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195328; 04/17/2026; Outstanding; null										
	963	T-MOBILE USA INC.	MARCH 2026	03/22/2026	POLICE		100-57030-512-0000 00	SOFTWARE MAINTENANCE	Phone Services	\$ 3,109.40
CHECK TOTAL FOR CHECK NUMBER 195328										\$ 3,109.40
195329; 04/17/2026; Outstanding; null										
	964	CHICK-FIL-A LIBERTY FSU	9268675	04/11/2026	PARKS & RECREATION		461-53005-451-0000 00	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 225.00
CHECK TOTAL FOR CHECK NUMBER 195329										\$ 225.00
195330; 04/17/2026; Outstanding; null										
	1134	NATIONAL SIGN COMPANY, LLC	IN0001596	04/03/2026	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Signs	\$ 1,363.88
CHECK TOTAL FOR CHECK NUMBER 195330										\$ 1,363.88
195331; 04/17/2026; Outstanding; null										
	1573	OVERHEAD DOOR CO	SVC/ 262-1047749	03/24/2026	UTILITIES		591-57003-902-0000 00	LIFT STATION MAINTENANCE	WWTP - Rush Creek Locks	\$ 2,818.00
CHECK TOTAL FOR CHECK NUMBER 195331										\$ 2,818.00
195332; 04/17/2026; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	4470474	04/07/2026	FIRE		106-53001-302-0000 00	MEDICAL SUPPLIES	medical supplies	\$ 27.06
CHECK TOTAL FOR CHECK NUMBER 195332										\$ 27.06
195333; 04/17/2026; Outstanding; null										
	2456	PVS DX INC	817000638-2 6	04/08/2026	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Sodium Hypochlorite	\$ 7,971.69
CHECK TOTAL FOR CHECK NUMBER 195333										\$ 7,971.69

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195334; 04/17/2026; Outstanding; null										
	2767	K C WINWATER WORKS CO	361127-02	04/07/2026	UTILITIES		591-13001-000-0000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #514	\$ 178.00
	2767	K C WINWATER WORKS CO	361227-01	04/07/2026	UTILITIES		590-57004-801-0000	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 884.00
	2767	K C WINWATER WORKS CO	361420-01	04/09/2026	UTILITIES		590-13001-000-0000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #060	\$ 1,968.00
	2767	K C WINWATER WORKS CO	360927-01	04/03/2026	UTILITIES		591-13001-000-0000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #514	\$ 168.00
CHECK TOTAL FOR CHECK NUMBER 195334										\$ 3,198.00
195335; 04/17/2026; Outstanding; null										
	3779	VIREO LLC	P25049-3	04/13/2026	PARKS & REC-PO		460-57027-403-0000	PLAYGROUND/SPRAYGROUND MAINT	Professional Consulting & Design Services for Updates to Bennett Park Master Plan	\$ 5,777.50
CHECK TOTAL FOR CHECK NUMBER 195335										\$ 5,777.50
195336; 04/17/2026; Outstanding; null										
	4100	UMB BANK N A	1034540	12/26/2025	FINANCE		105-80019-501-SOB25	COST OF ISSUANCE	SOB25 admin fee	\$ 600.00
CHECK TOTAL FOR CHECK NUMBER 195336										\$ 600.00
195337; 04/17/2026; Outstanding; null										
	4460	JEFF ELLIS & ASSOC INC	20133264	04/16/2026	PARKS & RECREATION		465-55059-410-0000	LIFEGUARD TRAINING	New and original certifications	\$ 515.00
CHECK TOTAL FOR CHECK NUMBER 195337										\$ 515.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195338; 04/17/2026; Outstanding; null										
	4477	GENES TIRE & SERVICE CENTER	103283	04/08/2026	POLICE		105-57009-501-000000	VEHICLE MAINTENANCE	211 Brakes	\$ 521.56
	4477	GENES TIRE & SERVICE CENTER	103219	04/01/2026	POLICE		105-57009-501-000000	VEHICLE MAINTENANCE	207 Brake Inspection	\$ 37.08
CHECK TOTAL FOR CHECK NUMBER 195338										\$ 558.64
195339; 04/17/2026; Outstanding; null										
	4537	FRATERNAL ORDER OF POLICE	4.2026	04/15/2026	FINANCE		100-21021-000-000000	UNION DUES PAYABLE-POLICE	Feb Payroll Deductions	\$ 2,218.00
CHECK TOTAL FOR CHECK NUMBER 195339										\$ 2,218.00
195340; 04/17/2026; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	34775	03/22/2026	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Rock - N Prairie Project	\$ 1,277.94
	4693	LIBERTY AGGREGATES LLC	34536	02/28/2026	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 576.37
	4693	LIBERTY AGGREGATES LLC	34536	02/28/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 576.37
	4693	LIBERTY AGGREGATES LLC	34863	03/31/2026	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Rock - Lancelot	\$ 960.19
	4693	LIBERTY AGGREGATES LLC	34863	03/31/2026	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 213.96
	4693	LIBERTY AGGREGATES LLC	34863	03/31/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 213.96
	4693	LIBERTY AGGREGATES LLC	34863	03/31/2026	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Rock - N Prairie Project	\$ 2,844.60
CHECK TOTAL FOR CHECK NUMBER 195340										\$ 6,663.39
195341; 04/17/2026; Outstanding; null										
	4748	PLATTE COUNTY, MO	24AEPBR206	04/10/2026	POLICE		100-24013-000-000000	RECIPROCAL CASH BONDS	Surety Bond	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 195341										\$ 1,000.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195342; 04/17/2026; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	24926	04/12/2026	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	Feline spay	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	RABIES VACCINATION	\$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	RABIES VACCINATION	\$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	RABIES VACCINATION	\$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	Emergency canine care	\$ 3,650.19
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	RABIES VACCINATION	\$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	RABIES VACCINATION	\$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	RABIES VACCINATION	\$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	RABIES VACCINATION	\$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	RABIES VACCINATION	\$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	RABIES VACCINATION	\$ 45.09
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	RABIES VACCINATION, LEPTO VACCINATION	\$ 53.38
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-53001-165-00000	MEDICAL SUPPLIES	DAPP, Intratrac, FIV tests, Heparin, FVRCP, Heartworm tests	\$ 13,363.88
	4817	VETERINARY CENTER OF LIBERTY	546453	04/07/2026	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	rabies vaccination	\$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	546453	04/07/2026	ANIMAL CONTROL		100-24006-000-00000	RESERVE-ANIMAL SHELTER	urinalysis	\$ 77.94

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195342; 04/17/2026; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	RABIES VACCINATION	\$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	544548	03/24/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	RABIES VACCINATION, HEALTH CERTIFICATE	\$ 92.54
	4817	VETERINARY CENTER OF LIBERTY	546920	04/13/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	rabies vaccination	\$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	24907	04/08/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 95.00
	4817	VETERINARY CENTER OF LIBERTY	24905	04/08/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	546453	04/07/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	euthanasia	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	24949	04/14/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine spay	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24844	04/10/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine spay	\$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24940	04/12/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Feline spay	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	546920	04/13/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	rabies vaccination	\$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	24927	04/14/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Feline neuter	\$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24938	04/11/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Feline neuter	\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 195342										\$ 18,149.62
195343; 04/17/2026; Outstanding; null										
	5124	WESTERN DIVISION MOCCFOA	2026-2027	04/15/2026	ADMINISTRATI ON		100-59013-111-000000	MEMBERSHIP DUES	Annual Dues	\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 195343										\$ 20.00

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

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195344; 04/17/2026; Outstanding; null										
	5135	HILL'S PET NUTRITION SALES INC	256800661	04/11/2026	ANIMAL CONTROL		100-53007-165-0000 00	FOOD	Hills science diet, canine food	\$ 514.80
CHECK TOTAL FOR CHECK NUMBER 195344										\$ 514.80
195345; 04/17/2026; Outstanding; null										
	5223	CITY TREASURER	2026-04	04/13/2026	MULTI		100-57013-501-00000 0	RADIO MAINTENANCE	PD 74 x 18.47	\$ 1,403.06
	5223	CITY TREASURER	2026-04	04/13/2026	MULTI		351-57013-201-00000 0	RADIO MAINTENANCE	PW 56 x 18.47	\$ 1,076.32
	5223	CITY TREASURER	2026-04	04/13/2026	MULTI		100-57013-301-00000 0	RADIO MAINTENANCE	FD 64 x 18.47	\$ 1,230.08
CHECK TOTAL FOR CHECK NUMBER 195345										\$ 3,709.46
195346; 04/17/2026; Outstanding; null										
	5394	GALL'S INC	034680841	04/08/2026	FIRE		106-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 94.44
	5394	GALL'S INC	034678702	04/08/2026	FIRE		106-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 84.09
	5394	GALL'S INC	034690560	04/09/2026	FIRE		106-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 33.47
CHECK TOTAL FOR CHECK NUMBER 195346										\$ 212.00
195347; 04/17/2026; Outstanding; null										
	5412	CITY OF PLEASANT VALLEY	4-10-2026	04/02/2026	POLICE		100-24013-000-0000 00	RECIPROCAL CASH BONDS	Bond	\$ 225.00
CHECK TOTAL FOR CHECK NUMBER 195347										\$ 225.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195348; 04/17/2026; Outstanding; null										
	5460	VALVOLINE LLC	78461	05/28/2024	POLICE		105-57009-501-000000	VEHICLE MAINTENANCE	217 Oil Change	\$ 34.99
	5460	VALVOLINE LLC	78524	05/29/2024	POLICE		105-57009-501-000000	VEHICLE MAINTENANCE	208 Oil Change	\$ 34.99
	5460	VALVOLINE LLC	78793	06/02/2024	POLICE		105-57009-501-000000	VEHICLE MAINTENANCE	232 Oil Change	\$ 34.99
	5460	VALVOLINE LLC	70592	01/23/2024	POLICE		105-57009-501-000000	VEHICLE MAINTENANCE	207 Oil Change	\$ 34.94
	5460	VALVOLINE LLC	78258	05/24/2024	POLICE		105-57009-501-000000	VEHICLE MAINTENANCE	231 Oil Change	\$ 34.99
CHECK TOTAL FOR CHECK NUMBER 195348										\$ 174.90
195349; 04/17/2026; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	3103	04/13/2026	POLICE		105-59014-501-000000	CLOTHING EXPENSES	Jackson Class A Uniforms	\$ 249.98
	5482	ALTERATIONS & CUSTOM SEWING ST	3107	04/13/2026	POLICE		105-59014-501-000000	CLOTHING EXPENSES	McCurry Class A Shirt	\$ 93.99
	5482	ALTERATIONS & CUSTOM SEWING ST	3052	04/08/2026	POLICE		105-59014-501-000000	CLOTHING EXPENSES	Name Plate (McCurry)	\$ 19.00
CHECK TOTAL FOR CHECK NUMBER 195349										\$ 362.97
195350; 04/17/2026; Outstanding; null										
	5575	TW CUSTOM BRANDING	63093	03/25/2026	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Staff shirts	\$ 497.75
	5575	TW CUSTOM BRANDING	63175	03/31/2026	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	Youth Sports Apparel Bitty Sports	\$ 2,946.80
CHECK TOTAL FOR CHECK NUMBER 195350										\$ 3,444.55

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195351; 04/17/2026; Outstanding; null										
	5587	911 CUSTOM LLC	63360	03/10/2026	POLICE-PO		105-53018-502-0000 00	SWAT TEAM SUPPLIES	Shipping and Handling	\$ 50.00
	5587	911 CUSTOM LLC	63360	03/10/2026	POLICE-PO		105-53018-502-0000 00	SWAT TEAM SUPPLIES	United Shield Adhesive Police Logo for IIIA & LW IIIA Shields	\$ 34.45
	5587	911 CUSTOM LLC	63360	03/10/2026	POLICE-PO		105-53018-502-0000 00	SWAT TEAM SUPPLIES	United Shield Assault LED Light With Assault Handle	\$ 985.36
	5587	911 CUSTOM LLC	63360	03/10/2026	POLICE-PO		105-53018-502-0000 00	SWAT TEAM SUPPLIES	United Shield Assault Shield Level IIIA 24X40, With Viewport, Assault Tri-Grip Handle - 18.25 LBS	\$ 1,894.93
CHECK TOTAL FOR CHECK NUMBER 195351										\$ 2,964.74
195352; 04/17/2026; Outstanding; null										
	5668	DREAMSEATS LLC	4792165	04/14/2026	FIRE		106-57019-300-0000 00	BUILDING MAINTENANCE	Kitchen Table Chairs St.1	\$ 2,968.37
CHECK TOTAL FOR CHECK NUMBER 195352										\$ 2,968.37
195353; 04/17/2026; Outstanding; null										
	5694	RUSSELL FRICK	752379	04/10/2026	UTILITIES		591-57004-901-0000 00	MAINS & LINES MAINTENANCE	Dirt - Stockpile	\$ 270.00
	5694	RUSSELL FRICK	752379	04/10/2026	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Dirt - Stockpile	\$ 270.00
CHECK TOTAL FOR CHECK NUMBER 195353										\$ 540.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195354; 04/17/2026; Outstanding; null										
	5708	MO WATER & WASTEWATER CONF	2026	04/15/2026	UTILITIES		591-59013-901-00000	MEMBERSHIP DUES	Membership Dues - Gary Harter, Jason Thomas	\$ 35.00
	5708	MO WATER & WASTEWATER CONF	2026	04/15/2026	UTILITIES		590-59013-801-00000	MEMBERSHIP DUES	Membership Dues - Gary Harter, Jason Thomas	\$ 35.00
CHECK TOTAL FOR CHECK NUMBER 195354										\$ 70.00
195355; 04/17/2026; Outstanding; null										
	5709	UTILITY SERVICE CO INC	646228	04/01/2026	UTILITIES		590-57008-802-00000	WATER TOWERS MAINTENANCE	WTP - Gordon Tower Quarterly	\$ 18,081.44
CHECK TOTAL FOR CHECK NUMBER 195355										\$ 18,081.44
195356; 04/17/2026; Outstanding; null										
	5760	ALLMAX SOFTWARE LLC	29415	03/03/2026	UTILITIES		591-57030-902-00000	SOFTWARE MAINTENANCE	WWTP - Software	\$ 4,757.50
	5760	ALLMAX SOFTWARE LLC	29415	03/03/2026	UTILITIES		591-55034-902-00000	PRETREATMENT PROGRAM	WWTP - Software	\$ 4,757.50
CHECK TOTAL FOR CHECK NUMBER 195356										\$ 9,515.00
195357; 04/17/2026; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD192852	04/13/2026	UTILITIES-PO		590-53009-802-00000	CHEMICALS	Hydrated Lime, truck delivery charges, fuel surcharge	\$ 10,337.74
CHECK TOTAL FOR CHECK NUMBER 195357										\$ 10,337.74
195358; 04/17/2026; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	579723701	04/10/2026	PARKS & RECREATION		100-57012-483-00000	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	\$ 409.72
	5910	KONICA MINOLTA BUSINESS SOLUTI	579723701	04/10/2026	PARKS & RECREATION		465-57012-420-00000	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	\$ 409.73
CHECK TOTAL FOR CHECK NUMBER 195358										\$ 819.45

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195359; 04/17/2026; Outstanding; null										
	6018	HDR ENGINEERING INC	1200817079	04/10/2026	UTILITIES-PO		592-70017-802-0000 00	ENGINEERING DESIGN	24" Resilient Water Main Project	\$ 6,602.60
CHECK TOTAL FOR CHECK NUMBER 195359										\$ 6,602.60
195360; 04/17/2026; Outstanding; null										
Mowing Week of 4.13.26	6136	KITCHS LAWNCARE & LANDSCAPING	3724	04/14/2026	CEMETERY MNTCE-PO	Mowing Week of 4.13.26	247-57024-204-0000 00	MOWING CONTRACT	Cemetery Mowing Services 2026	\$ 2,310.00
CHECK TOTAL FOR CHECK NUMBER 195360										\$ 2,310.00
195361; 04/17/2026; Outstanding; null										
	6196	AMERIGLASS CLEANING INC	200130	04/13/2026	FIRE		106-57019-300-0000 00	BUILDING MAINTENANCE	Fire window cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 195361										\$ 80.00
195362; 04/17/2026; Outstanding; null										
	6320	CHUCK ANDERSON FORD INC	21513	02/19/2026	POLICE		105-57009-501-0000 00	VEHICLE MAINTENANCE	202 Spark Plugs	\$ 372.20
	6320	CHUCK ANDERSON FORD INC	21451	02/10/2026	POLICE		105-57009-501-0000 00	VEHICLE MAINTENANCE	201 Spark Plugs	\$ 392.66
	6320	CHUCK ANDERSON FORD INC	21722	03/19/2026	POLICE		105-57009-501-0000 00	VEHICLE MAINTENANCE	206 Brakes	\$ 107.83
CHECK TOTAL FOR CHECK NUMBER 195362										\$ 872.69

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195363; 04/17/2026; Outstanding; null										
	6469	BRINK'S INCORPORATED	13170575	04/01/2026	FINANCE		591-55013-131-00000	FINANCIAL SERVICES	Brinks Courier Service	\$ 215.34
	6469	BRINK'S INCORPORATED	13170575	04/01/2026	FINANCE		590-55013-131-00000	FINANCIAL SERVICES	Brinks Courier Service	\$ 168.53
	6469	BRINK'S INCORPORATED	13170575	04/01/2026	FINANCE		461-55013-451-00000	FINANCIAL SERVICES	Brinks Courier Service	\$ 140.44
	6469	BRINK'S INCORPORATED	13170575	04/01/2026	FINANCE		100-55013-130-0000	FINANCIAL SERVICES	Brinks Courier Service	\$ 187.26
	6469	BRINK'S INCORPORATED	13170575	04/01/2026	FINANCE		465-55013-420-0000	FINANCIAL SERVICES	Brinks Courier Service	\$ 140.44
	6469	BRINK'S INCORPORATED	13170575	04/01/2026	FINANCE		595-55013-131-00000	FINANCIAL SERVICES	Brinks Courier Service	\$ 84.27
CHECK TOTAL FOR CHECK NUMBER 195363										\$ 936.28
195364; 04/17/2026; Outstanding; null										
	6547	EDWARDS CHEMICALS	IN241267	04/10/2026	PARKS & RECREATION		465-53009-420-0000	CHEMICALS	Pool chemical 4.6.26	\$ 2,379.90
CHECK TOTAL FOR CHECK NUMBER 195364										\$ 2,379.90
195365; 04/17/2026; Outstanding; null										
	6591	SGI	4	03/31/2026	UTILITIES-PO		593-20003-000-0000	RETAINAGE PAYABLE	RETAINAGE	\$ (13,208.00)
	6591	SGI	4	03/31/2026	UTILITIES-PO		350-70016-901-0000	BUILDING IMPROVEMENTS	Renovation of Utilities Storage Building	\$ 132,079.00
CHECK TOTAL FOR CHECK NUMBER 195365										\$ 118,871.00
195366; 04/17/2026; Outstanding; null										
Acct #000175798 00009003	7653	K C MO WATER DEPT	KC WATER MAR-26	04/01/2026	FINANCE		590-55036-802-0000	WATER PURCHASES-KANSAS CITY	2/26/26 to 3/28/26	\$ 3,247.15
CHECK TOTAL FOR CHECK NUMBER 195366										\$ 3,247.15

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195367; 04/17/2026; Outstanding; null										
	7683	RICOH USA, INC	109919801	03/23/2026	POLICE		100-53031-512-00000	COPIER LEASE & USAGE	Records Lease - April	\$ 153.81
CHECK TOTAL FOR CHECK NUMBER 195367										\$ 153.81
195368; 04/17/2026; Outstanding; null										
	8397	REPUBLIC SERVICES #468	0468-004696542	03/31/2026	UTILITIES		591-55044-902-00000	MISCELLANEOUS FEES	Dumpster Pickup Service	\$ 2,401.88
	8397	REPUBLIC SERVICES #468	0468-004696664	03/31/2026	UTILITIES		590-55041-801-00000	CONTRACT LABOR	Dumpster Pickup Service	\$ 952.96
	8397	REPUBLIC SERVICES #468	0468-004696542	03/31/2026	UTILITIES		591-55041-901-00000	CONTRACT LABOR	Dumpster Pickup Service	\$ 602.36
	8397	REPUBLIC SERVICES #468	0468-004696542	03/31/2026	UTILITIES		590-55041-801-00000	CONTRACT LABOR	Dumpster Pickup Service	\$ 602.36
	8397	REPUBLIC SERVICES #468	0468-004696664	03/31/2026	UTILITIES		591-55041-902-00000	CONTRACT LABOR	Dumpster Pickup Service	\$ 952.97
	8397	REPUBLIC SERVICES #468	0468-004696664	03/31/2026	UTILITIES		591-55041-901-00000	CONTRACT LABOR	Dumpster Pickup Service	\$ 952.96
CHECK TOTAL FOR CHECK NUMBER 195368										\$ 6,465.49
195369; 04/17/2026; Outstanding; null										
	8654	CUNNINGHAM, VOGEL & ROST PC	71333	01/31/2026	FINANCE		600-55005-616-00000	LEGAL FEES	CID Legal Fees	\$ 293.00
	8654	CUNNINGHAM, VOGEL & ROST PC	71217	12/31/2025	FINANCE		600-55005-616-00000	LEGAL FEES	CID Legal Fees	\$ 1,455.00
	8654	CUNNINGHAM, VOGEL & ROST PC	71114	11/30/2025	FINANCE		600-55005-616-00000	LEGAL FEES	CID Legal Fees	\$ 450.00
	8654	CUNNINGHAM, VOGEL & ROST PC	71000	10/31/2025	FINANCE		600-55005-616-00000	LEGAL FEES	CID Legal Fees	\$ 273.00
CHECK TOTAL FOR CHECK NUMBER 195369										\$ 2,471.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195370; 04/17/2026; Outstanding; null										
	8846	CIVIC PLUS INC	365229	03/10/2026	PARKS & RECREATION		460-55044-400-0000	MISCELLANEOUS FEES	Terminal Serv Ann Fee/Term Ingenico Ln 3000	\$ 588.88
CHECK TOTAL FOR CHECK NUMBER 195370										\$ 588.88
195371; 04/17/2026; Outstanding; null										
	8925	HEATHER MASSEY	4/21-4/24/2026	03/27/2026	FINANCE	Hold for P/U	105-54000-501-0000	TRAINING TRAVEL	FBINAA Spring Re-Trainer	\$ 135.00
CHECK TOTAL FOR CHECK NUMBER 195371										\$ 135.00
195372; 04/17/2026; Outstanding; null										
	999999	Pleasant Valley Baptist Church	04/02/2026	04/02/2026	POLICE		105-59004-501-0000	MEETING EXPENSE	PVBC Room	\$ 25.00
CHECK TOTAL FOR CHECK NUMBER 195372										\$ 25.00
195373; 04/17/2026; Outstanding; null										
	999999	Timothy Zimmer	25	03/31/2026	POLICE		105-53000-501-0000	GENERAL SUPPLIES	Bethards Retirement Plaque	\$ 300.00
CHECK TOTAL FOR CHECK NUMBER 195373										\$ 300.00
195374; 04/17/2026; Outstanding; null										
	999999	Lauren Burrer	2718915	04/08/2026	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Not able to attend	\$ 135.00
CHECK TOTAL FOR CHECK NUMBER 195374										\$ 135.00
195375; 04/17/2026; Outstanding; null										
	999999	Gary Gummig	2721118	04/11/2026	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Garden Plot Refund	\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 195375										\$ 60.00
195376; 04/17/2026; Outstanding; null										
	999999	Natalie Alewine	2721255	04/11/2026	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Swim Team Refund	\$ 165.00
CHECK TOTAL FOR CHECK NUMBER 195376										\$ 165.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195377; 04/17/2026; Outstanding; null										
	999999	Carson Shanks	2721258	04/11/2026	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Intro to Swim Team Refund	\$ 70.00
CHECK TOTAL FOR CHECK NUMBER 195377										\$ 70.00
195378; 04/17/2026; Outstanding; null										
	999999	Starla Yarbrough	2722315	04/13/2026	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Lifeguard Recertification Refund	\$ 90.00
CHECK TOTAL FOR CHECK NUMBER 195378										\$ 90.00
195379; 04/17/2026; Outstanding; null										
	999999	Erick Garcia	2722662	04/14/2026	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Member says should be cancelled prior	\$ 285.00
CHECK TOTAL FOR CHECK NUMBER 195379										\$ 285.00
195380; 04/17/2026; Outstanding; null										
	999999	Jenny Miller	2722673	04/14/2026	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Unable to attend class	\$ 140.00
CHECK TOTAL FOR CHECK NUMBER 195380										\$ 140.00
195381; 04/17/2026; Outstanding; null										
	999999	Elite Dance Cup LLC	2724780	04/15/2026	PARKS & RECREATION		465-20006-000-0000	RECTRAC REFUNDS NOW	Return of remaining Security balance	\$ 1,047.37
CHECK TOTAL FOR CHECK NUMBER 195381										\$ 1,047.37
195382; 04/17/2026; Outstanding; null										
	999999	Kansas Turnpike Authority	42748207	02/28/2026	POLICE		105-54000-501-0000	TRAINING TRAVEL	Travel Fees	\$ 18.96
CHECK TOTAL FOR CHECK NUMBER 195382										\$ 18.96
195383; 04/17/2026; Outstanding; null										
102_0293000_005 Utility Billing Refund	999999	ESJ HOLDING LLC	U102029300 0005A	04/10/2026	-		590-20019-000-0000	WATER REFUNDS	Utility Billing	\$ 51.72
CHECK TOTAL FOR CHECK NUMBER 195383										\$ 51.72

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
195384; 04/17/2026; Outstanding; null										
143_0223500_005 Utility Billing Refund	999999	BRENT USSARY	U1430223500 005A	04/10/2026	-		590-20019-000-0000 00	WATER REFUNDS	Utility Billing	\$ 111.50
CHECK TOTAL FOR CHECK NUMBER 195384										\$ 111.50
195385; 04/17/2026; Outstanding; null										
226_0070000_009 Utility Billing Refund	999999	DEBRA DHONE	U226007000 0009A	04/10/2026	-		590-20019-000-0000 00	WATER REFUNDS	Utility Billing	\$ 34.85
CHECK TOTAL FOR CHECK NUMBER 195385										\$ 34.85
195386; 04/17/2026; Outstanding; null										
226_0663000_007 Utility Billing Refund	999999	ARSH PETROLEUM LLC	U226066300 0007A	04/10/2026	-		590-20019-000-0000 00	WATER REFUNDS	Utility Billing	\$ 103.82
CHECK TOTAL FOR CHECK NUMBER 195386										\$ 103.82
195387; 04/17/2026; Outstanding; null										
233_0249500_003 Utility Billing Refund	999999	KEITH HILBERT	U233024950 0003A	04/10/2026	-		590-20019-000-0000 00	WATER REFUNDS	Utility Billing	\$ 34.98
CHECK TOTAL FOR CHECK NUMBER 195387										\$ 34.98
195388; 04/17/2026; Outstanding; null										
233_0264000_016 Utility Billing Refund	999999	SAI SRINIVAS KAMMA	U233026400 0016A	04/10/2026	-		590-20019-000-0000 00	WATER REFUNDS	Utility Billing	\$ 78.72
CHECK TOTAL FOR CHECK NUMBER 195388										\$ 78.72
195389; 04/17/2026; Outstanding; null										
233_0795000_004 Utility Billing Refund	999999	LIAM & ELIZABETH FLOYD	U233079500 0004A	04/10/2026	-		590-20019-000-0000 00	WATER REFUNDS	Utility Billing	\$ 91.52
CHECK TOTAL FOR CHECK NUMBER 195389										\$ 91.52
195390; 04/17/2026; Outstanding; null										
238_0186000_004 Utility Billing Refund	999999	MAX LONG-BAMBURG	U238018600 0004A	04/10/2026	-		590-20019-000-0000 00	WATER REFUNDS	Utility Billing	\$ 74.24
CHECK TOTAL FOR CHECK NUMBER 195390										\$ 74.24

**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										
195391; 04/17/2026; Outstanding; null										
Addl Conf Expense	2914	RICHARD KINGMAN	3/22-3/28 ADDL.	04/14/2026	FINANCE	Hold For P/U	100-54000-170-0000 00	TRAINING TRAVEL	Addl Conf Expense	\$ 285.67
CHECK TOTAL FOR CHECK NUMBER 195391										\$ 285.67
195392; 04/17/2026; Outstanding; null										
	5518	GREGORY R ARNOLD	4-17-2026	04/14/2026	POLICE		105-55041-501-00000 0	CONTRACT LABOR	Payroll 4-17-26 (3/14-3/27, 3/28-4/10/26)	\$ 2,224.13
CHECK TOTAL FOR CHECK NUMBER 195392										\$ 2,224.13
195393; 04/17/2026; Outstanding; null										
	6207	KRISTAN SMITHMIER	4/21-4/24/2 026	03/27/2026	FINANCE	Hold for P/U	105-54000-501-0000 00	TRAINING TRAVEL	MO Victim Serv Academy	\$ 238.00
	6207	KRISTAN SMITHMIER	4-17-2026	04/14/2026	POLICE		105-55041-501-00000 0	CONTRACT LABOR	Payroll 4-17-26 (3/14-3/27, 3/28-4/10/26)	\$ 1,937.46
CHECK TOTAL FOR CHECK NUMBER 195393										\$ 2,175.46
195394; 04/17/2026; Outstanding; null										
	9209	LIBERTY SPORTS OFFICIALS	SPRING 6 - 2026	04/08/2026	PARKS & REC- PO		461-55041-451-00000 0	CONTRACT LABOR	2026 Youth and Adult Sports Officiating Services	\$ 5,665.00
CHECK TOTAL FOR CHECK NUMBER 195394										\$ 5,665.00
Grand Total:										\$ 334,451.34

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 26-12FP

Staff: Kyle McGinnis, Senior Planner

Date: April 27, 2026

GENERAL INFORMATION

Application: Final Plat for Oak Wood North - two lots on 23.5+/- acres on N. Church Road.

Applicant: Nick Heiser
Olsson
1301 Burlington Street, Ste. 100
North Kansas City, MO 64116

Owner: Jim Robertson
Robertson Properties
PO Box 165
Liberty, MO 64069

Location: On N. Church Road, north of Industrial Drive, west of I-35

Site Acreage: 23.5+/- Acres

Existing Land Use/Zoning: Undeveloped / C-2, "General Business District"

Future Land Use Map: Neighborhood Commercial

Surrounding Land Uses/Zoning: **North:** Hills of Oakwood Subdivision / R-1C, "Standard Single-family"
South: Oakwood Business Park/ C-2, "General Business" & C-3, "Highway Business"
West: Vacant and Stream Buffer / C-2, "General Business District"
East: N. Church Road and I-35

Public Notice: None Required

File Date: March 6, 2026

PREVIOUS CASES/SITE HISTORY

This application is being reviewed concurrently with PZ Case 26-11FDP: A Final Development Plan for Lot 1 of Oak Wood North – a commercial/office development on 23.5+/- acres on N. Church Road.

PZ Case 25-25PP: A Preliminary Plat for Oak Wood North, 3 Lots on 24 +/- acres on N. Church Road was approved by the City Council on June 23, 2025 via Resolution No. 3469.

PZ Case 25-24PDP: A Preliminary Development Plan for Oak Wood North, a commercial/office development

on 24+/- acres on N. Church Road was approved by the City Council on June 23, 2025 via Resolution No. 3468.

PZ Case 22-27PP: A Preliminary Plat for Oak Wood North, 3 Lots on 24 +/- acres was approved June 27, 2022. That approval expired.

PZ Case 22-26PDP: A Preliminary Development Plan for Oak Wood North, 3 commercial/office buildings on 3 Lots on 24 +/- acres was approved June 27, 2022. That approval expired.

In 2014, a Lot Split was approved resulting in two lots. This Lot Split was initiated to create a lot for an existing telecommunications tower.

DESCRIPTION OF PROPOSAL

Technical Information

This is a proposal for two lots on 23.5+/- acres, located north of Industrial Drive, immediately south of the Hills of Oakwood subdivision, west of I-35. This application is being reviewed concurrently with PZ Case 26-11FDP – a commercial/office proposal. As part of this development, an internal access drive will connect from the proposed private drive, Eric Circle, to Oakwood Business Park to the south. This connection will require the creation and recordation of an Access Agreement for the Oakwood Business Park property, as well as the placement of an access easement on the subject property as part of this Final Plat. The Oakwood Business Park Access Agreement will be a separate recorded document from this Final Plat. An existing access easement relating to the existing telecommunications tower west of the development area will be maintained as part of this Final Plat.

PUBLIC INFRASTRUCTURE

Facility	City Standard	Status
Streets	Direct connection to fully improved street network	The property fronts on and has access to N. Church Road. The internal access drive – Eric Circle – will be a private street until such time that the western portion of the property develops, at which point Eric Circle will be extended to connect to that development. Eric Circle will be built to City standards in order to be eligible to potentially be made into a public street in the future.
Sanitary Sewer	Direct, gravity flow connection	A 15-foot sanitary sewer easement is proposed in order to extend the existing eight-inch public sewer main from its current terminus at the southern property line northward, west of the proposed Lot 1 and traveling beneath the proposed Eric Circle in order to serve all lots/future buildings.
Water	Direct connection to City water services	A new eight-inch public water main will connect to the existing infrastructure located along N. Church Road to the east. The public water main extension will generally follow the southern edge of the proposed Eric Circle within a 15-foot water easement, partially wrapping around the cul-de-sac. Three new fire hydrants will be installed in order to meet Fire requirements.
Storm Water	Storm water must be released at an acceptable rate	Stormwater runoff associated with Lot 1 will be collected and conveyed to a designated underground detention and infiltration system proposed to serve that future building. Future stormwater facilities will be required as Lot 2 of this site develops, the details of which will be reviewed as part of that Final Development Plan application. Stormwater 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 Final 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, and to provide a complete and exact subdivision plat, prepared for the official public record to define property boundaries and public improvements. Staff's analysis of a Final Plat application is guided by Section 30-28.14 – Final plat, approval criteria:

1. **The final plat substantially complies with the intent of the comprehensive plan;**
As outlined in the staff report for PZ Case 26-11FDP, this proposal complies with the Comprehensive Plan's Future Land Use designation of Neighborhood Commercial.
2. **The final plat complies with the provisions of this UDO;**
Staff finds that the application substantially conforms to the requirements set forth in the *Unified Development Ordinance*.
3. **The final plat substantially complies with approved city development standards and policies;**
Staff finds that this Final Plat complies with the intent of City development standards and policies.

4. The final plat substantially conforms to the approved preliminary plat;

Staff finds that the Final Plat substantially conforms to the approved Preliminary Plat. Although the Preliminary Plat showed three lots, the elimination of Lot 3 for the purpose of this Final Plat does not substantially alter the end result of the proposed development overall, as Lot 3 was intended to contain an area being set aside for future development unrelated to the proposed Oak Wood North site.

5. All public works elements have been designed to city specifications and certified by the city engineer; and

All public improvement plans must be submitted and approved prior to the recordation of this plat.

6. All necessary easements, dedications, vacations, and other agreements have been accepted or approved.

All easements and dedications have been reviewed and approved by the City Engineer and will be accepted with the approval and recordation of this plat.

STAFF RECOMMENDATION

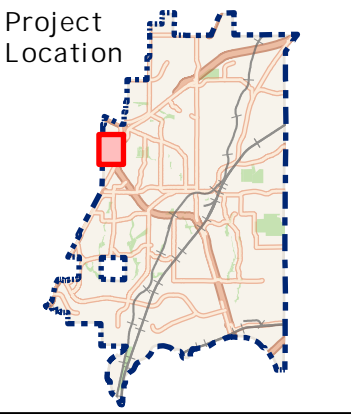
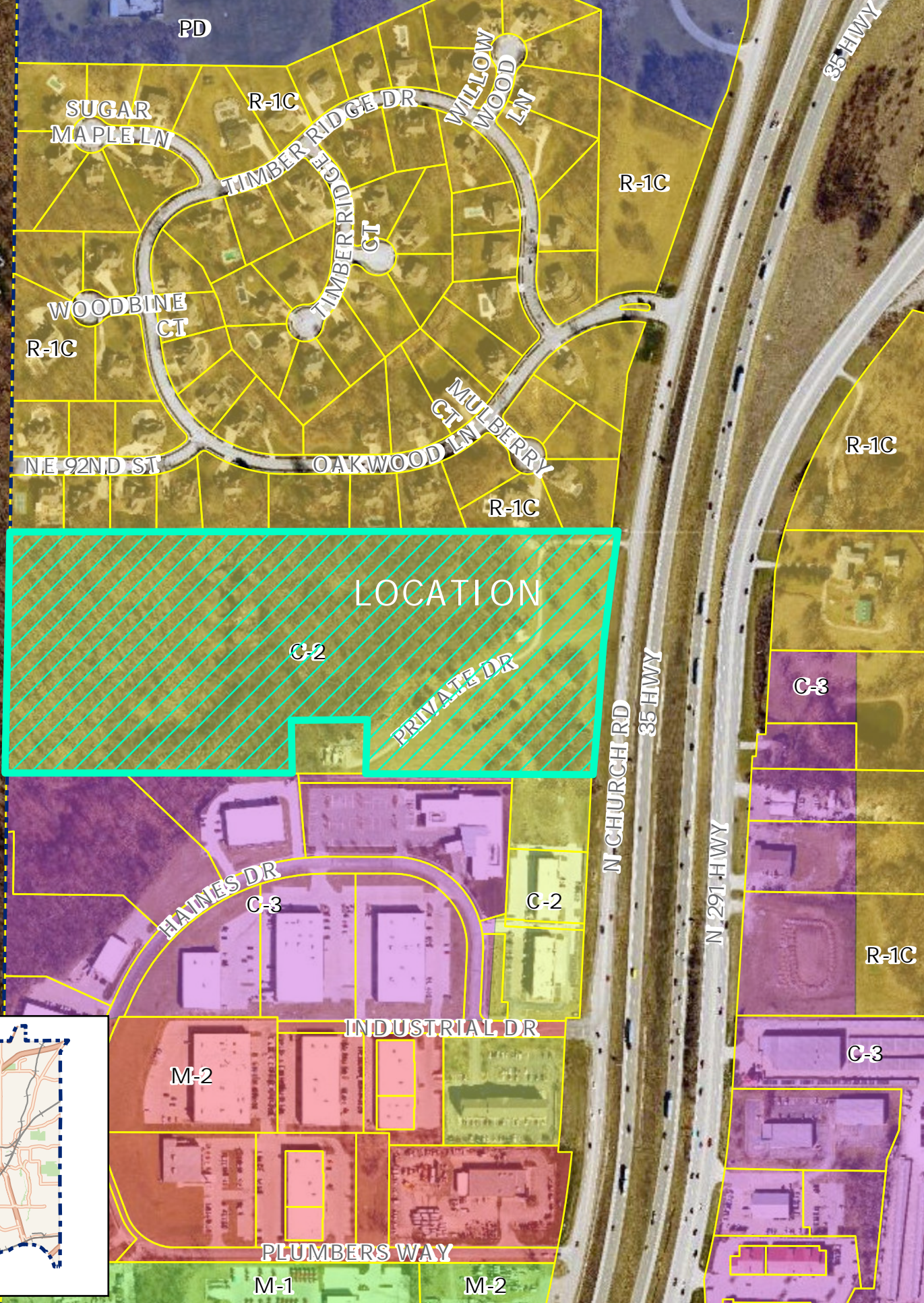
Staff finds this application meets the standards of review for a Final Plat in Section 30-28.14 of the UDO and recommends approval of PZ Case 26-12FP.

P&Z RECOMMENDATION

At its meeting on April 14, 2026, the Planning and Zoning Commission voted 9-0-0 to recommend approval of P&Z Case 26-12FP as presented in the staff report.

ATTACHMENTS

- Exhibit A:** Vicinity Map
- Exhibit B:** Final Plat
- Exhibit C:** Excerpt minutes from the Planning & Zoning Commission meeting
- Exhibit D:** Ordinance

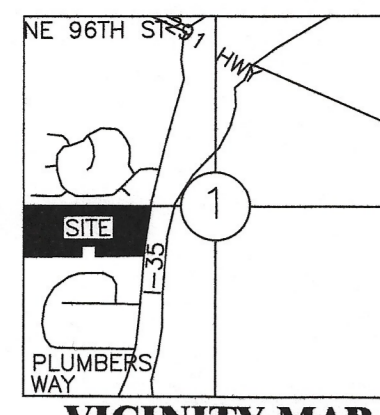


OAK WOOD NORTH

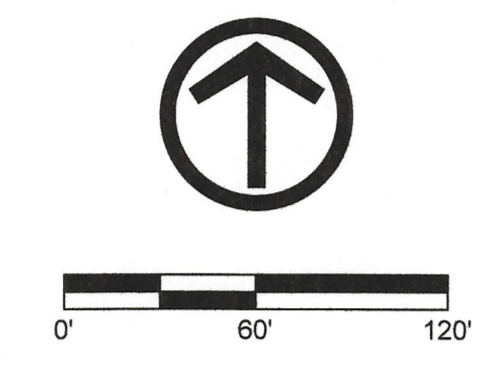
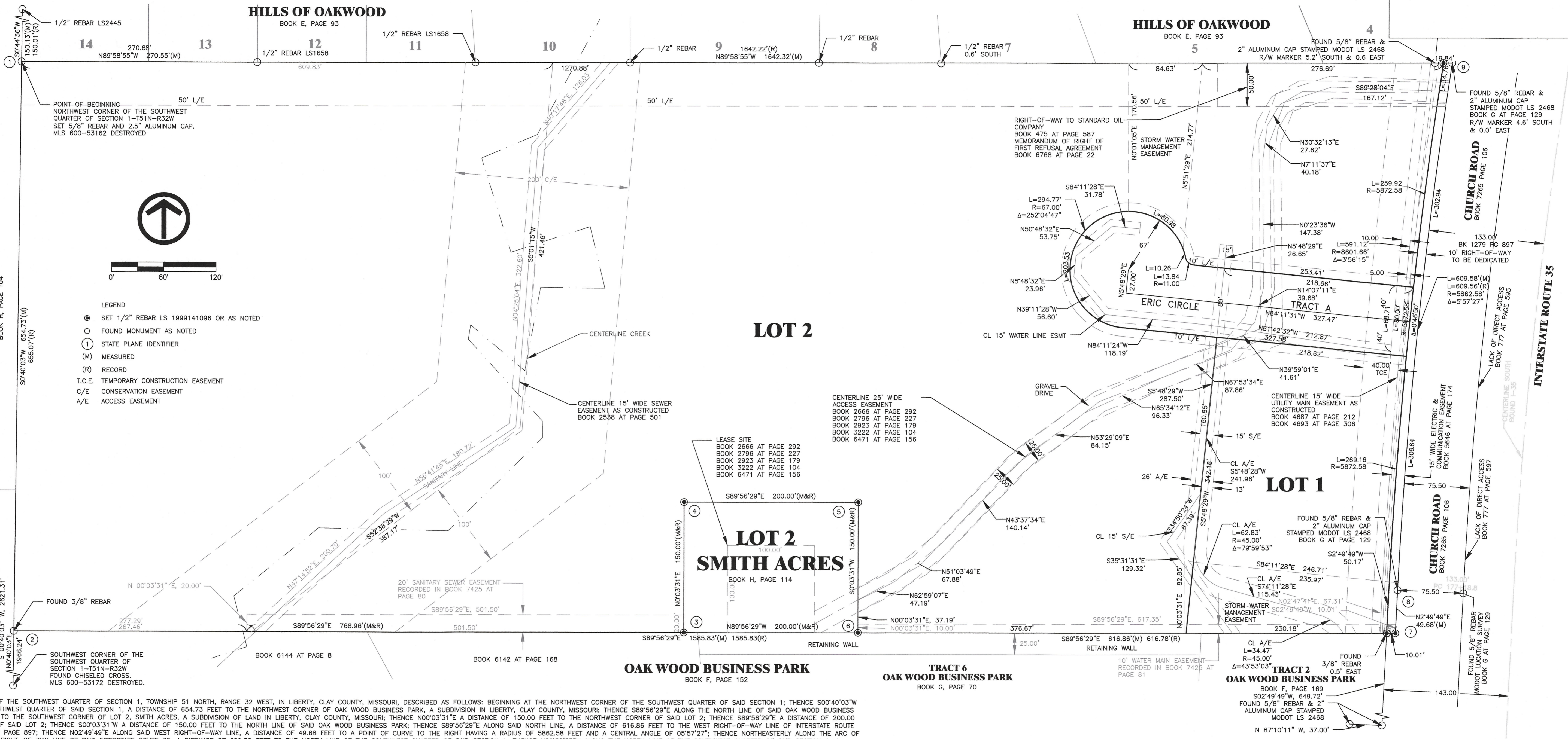
PART OF THE SOUTHWEST QUARTER
SECTION 1, TOWNSHIP 51 NORTH, RANGE 32 WEST
A SUBDIVISION IN LIBERTY, CLAY COUNTY, MISSOURI

STATE PLANE COORDINATES IN METERS
FROM MGRS STATION DEER GRID FACTOR=0.9999007
DATE OF ADJUSTMENT 2003

LOT	AREA IN SQUARE FEET	TRACT	AREA IN SQUARE FEET
1	73622	A	35926
2	907495		



VICINITY MAP
SECTION 1-51-32
LIBERTY,
CLAY COUNTY,
MISSOURI
1"=2640'



- LEGEND**
- SET 1/2" REBAR LS 1999141096 OR AS NOTED
 - FOUND MONUMENT AS NOTED
 - ① STATE PLANE IDENTIFIER
 - (M) MEASURED
 - (R) RECORD
 - T.C.E. TEMPORARY CONSTRUCTION EASEMENT
 - C/E CONSERVATION EASEMENT
 - A/E ACCESS EASEMENT

DESCRIPTION:
A TRACT OF LAND LYING IN PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 51 NORTH, RANGE 32 WEST, IN LIBERTY, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE S00°40'03"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 654.73 FEET TO THE NORTHWEST CORNER OF OAK WOOD BUSINESS PARK, A SUBDIVISION IN LIBERTY, CLAY COUNTY, MISSOURI; THENCE S89°56'29"E ALONG THE NORTH LINE OF SAID OAK WOOD BUSINESS PARK, A DISTANCE OF 768.96 FEET TO THE SOUTHWEST CORNER OF LOT 2, SMITH ACRES, A SUBDIVISION OF LAND IN LIBERTY, CLAY COUNTY, MISSOURI; THENCE N00°03'31"E A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°56'29"E A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°03'31"W A DISTANCE OF 150.00 FEET TO THE NORTH LINE OF SAID OAK WOOD BUSINESS PARK; THENCE S89°56'29"E ALONG SAID NORTH LINE, A DISTANCE OF 616.86 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 35, AS DESCRIBED IN BOOK 1279 AT PAGE 897; THENCE N02°49'49"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 49.68 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 5862.58 FEET AND A CENTRAL ANGLE OF 05°57'27"; THENCE NORTHEASTERLY ALONG THE ARC OF THAT CURVE AND ALONG THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE ROUTE 35, A DISTANCE OF 609.58 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE N89°58'55"W ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1642.32 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS LOT 1 AS SHOWN ON THE LOT SPLIT PLAT SMITH ACRES, IN LIBERTY, CLAY COUNTY, MISSOURI, RECORDED JANUARY 13, 2015 AS DOCUMENT NO. 2015001117 IN PLAT CABINET H AT SLEEVE 114.

BEARINGS SHOWN HEREON ARE BASED ON MISSOURI STATE PLANE COORDINATES 1983 FROM MGRS STATION HALL, N=344775.849M E=857252.380M GRID FACTOR=0.9999007 DATE OF ADJUSTMENT=2003
THIS PROPERTY IS DESIGNATED AS ZONE X(U/SHADED), ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 2904700139 EFFECTIVE DATE AUGUST 3, 2015 MAP NOT PRINTED.
THE GROSS LAND AREA OF THIS PARCEL CONTAINS 23.50 ACRES, MORE OR LESS.
ALL ACRE AND SQUARE FEET CALCULATIONS SHOWN HEREON ARE MORE OR LESS CALCULATIONS.

DEDICATION:
THE UNDERSIGNED PROPRIETORS OF THE PROPERTY DESCRIBED HEREON HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THIS PLAT, WHICH SUBDIVISION AND THE PROPERTY SHALL HEREAFTER BE KNOWN AS "OAK WOOD NORTH", IT SHALL BE SUFFICIENT DESCRIPTION OF THE LOTS ON THIS PLAT TO HEREAFTER HAVE THE SAME BY THE NUMBER APPEARING NEAR THE CENTER OF THE LOT FOLLOWED BY THE WORDS, OAK WOOD NORTH, A SUBDIVISION OF LAND IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

STREETS:
STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE AS THOROUGHFARES, ARE HEREBY SO DEDICATED. NO EXPRESSED OR IMPLIED DISCLAIMER OR VACATION OF EXISTING OR PREVIOUSLY DEDICATED RIGHT OF WAY IS INTENDED IN THIS PLAT.

EASEMENT:
AN EASEMENT IS HEREBY GRANTED TO THE CITY OF LIBERTY, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN, AND TO AUTHORIZE THE LOCATION, CONSTRUCTION MAINTENANCE OR USE OF CONDUITS, FOR ANY AND ALL PURPOSE, WATER, GAS, AND SEWER MAINS, POLES, WIRES, ANCHORS, AND APPURTENANCES THERETO, ANY OR ALL OF THEM OVER, UNDER, AND ALONG THE STRIPS OF LAND DEDICATED BY THIS PLAT AND DESIGNATED "UTILITY EASEMENT" OR "U/E".

SANITARY SEWER EASEMENT:
AN EASEMENT IS HEREBY GRANTED TO THE CITY OF LIBERTY, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN AND TO AUTHORIZE THE LOCATION, CONSTRUCTION, MAINTENANCE OR USE OF CONDUITS, FOR ALL AND ANY SEWER MAINS AND APPURTENANCES THERETO, OR ANY OR ALL OF THEM UPON, UNDER AND ALONG THE STRIPS OF LAND DEDICATED BY THIS PLAT AND DESIGNATED "SANITARY SEWER EASEMENT" OR "S/E".

CONSERVATION EASEMENT:
AN EASEMENT AND LICENSE IS HEREBY GRANTED TO THE CITY OF LIBERTY, MISSOURI TO ENTER UPON, REGULATE AND CONTROL THE AREA OF LAND DESCRIBED ON THIS PLAT AND DESIGNATED AS "CONSERVATION EASEMENT" OR "C/E" WITHIN THIS AREA OF LAND, THE CITY RESERVES THE RIGHT TO ACCESS AND CAUSE IMPROVEMENTS TO SUCH LAND IN ACCORDANCE WITH APPROVED CITY POLICY. FURTHER, THE PROPERTY OWNER IS PROHIBITED FROM CONSTRUCTING OR PLACING ANY STRUCTURES, RETAINING WALLS; OR GRADING, FILLING OR ALTERING THE TERRAIN OR OTHER NATURAL FEATURES; OR DUMPING ANY MATERIALS IN THE AREA OF LAND DESIGNATED AS "C/E", EXCEPT AS MAY BE SPECIFICALLY PERMITTED BY THE CITY OF LIBERTY, IN WRITING, IN ACCORDANCE WITH APPROVED CITY POLICY.

BUILDING LINE SETBACK:
BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT BETWEEN THIS LINE AND THE STREET LINE.

LANDSCAPE EASEMENT:
TRACT A IS HEREBY GRANTED TO THE HOMEOWNERS ASSOCIATION "PRIVATE LANDSCAPE EASEMENT" FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF LAWN AND PLANTINGS.

MAINTENANCE OF TRACTS:
TRACT A SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

IN TESTIMONY WHEREOF: _____, A MISSOURI CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY, _____, 2026.

STATE OF MISSOURI))SS
COUNTY OF CLAY)

ON THIS _____ DAY OF _____, 2026, BEFORE ME APPEARED _____, PRESIDENT OF _____, A MISSOURI CORPORATION, TO ME PERSONALLY KNOWN TO BE THE SAME, WHO SIGNED AND ACKNOWLEDGED SAID INSTRUMENT TO BE SIGNED AND SEALED ON BEHALF OF SAID _____, A MISSOURI CORPORATION, AND SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID _____, A MISSOURI CORPORATION.

IN WITNESS THEREOF: I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE YEAR AND DATE LAST WRITTEN ABOVE

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

CITY PLANNING AND ZONING COMMISSION:
APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LIBERTY, MISSOURI, ON THIS _____ DAY OF _____, 2026.

CHAIRPERSON: DEE ROSEKRANS

CITY COUNCIL
THIS IS TO CERTIFY THAT THE FOREGOING PLAT WAS DULY SUBMITTED TO AND APPROVED BY THE COUNCIL OF THE CITY OF LIBERTY, MISSOURI, BY ORDINANCE NO. _____ DULY AUTHENTICATED AS PASSED THIS _____ DAY OF _____, 2026.

MAYOR: GREG CANUTESON DEPUTY CITY CLERK: SARAH RANES

DIRECTOR OF PUBLIC WORKS: SHERRI MCINTYRE

OWNER/DEVELOPER: ROBERTSON PROPERTIES
LIBERTY MO 64068

SURVEYORS CERTIFICATION:
I HEREBY CERTIFY THAT OAK WOOD NORTH IS A SUBDIVISION BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT "STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS, TYPE LIBRAN. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISIONS TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

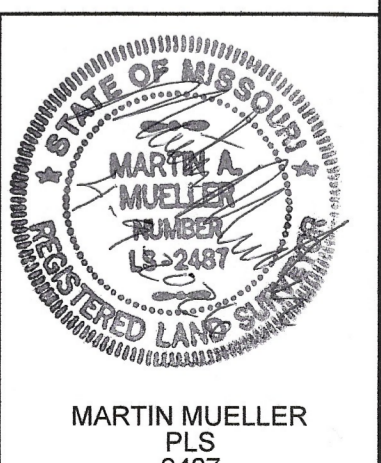
DATE	REVISIONS	SCALE
		1" = 60'
		DRAWN MTW
		CHECKED MAM
		APPROVED MAM
		DATE 04-09-2026
		ISSUED FOR



FINAL PLAT OAK WOOD NORTH
LIBERTY, CLAY COUNTY, MISSOURI

9788 N Ash Avenue • Kansas City, Missouri 64157
816-781-6182 • 816-781-0643(FAX) • Corporate LS Number 2024000128

CHURCH ROAD
SECTION 1, TOWNSHIP 51, RANGE 32
LIBERTY, CLAY COUNTY, MISSOURI



MARTIN MUELLER
PLS 2487
DWG. NO.
1 OF 1
PROJECT 0750-0022

PLOTTED: MONDAY, APRIL 9, 2026

B. PZ Case 26-12FP: Final Plat for Oak Wood North, 2 commercial lots on 23.5 acres on N. Church Road.

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.

Mr. Hodson from Olsson approached the podium and made himself available for any questions.

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 Howard moved to approve the case as presented in the staff report, Commissioner Crawford 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, April 27, 2026 at 7:00 p.m.

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AND APPROVING A FINAL PLAT FOR OAK WOOD NORTH, 1ST PLAT – TWO LOTS ON 23.5 ACRES IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a Final Plat for Oak Wood North, 1st Plat – two lots on 23.5 acres in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on April 14, 2026 and City Council on April 27, 2026; and

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

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

SECTION I

The City Council hereby accepts and approves a Final Plat for Oak Wood North, 1st Plat – two lots on 23.5 acres in the City of Liberty, Clay County, Missouri the legal description of which follows:

A TRACT OF LAND LYING IN PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 51 NORTH, RANGE 32 WEST, IN LIBERTY, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE S00°40'03"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 654.73 FEET TO THE NORTHWEST CORNER OF OAK WOOD BUSINESS PARK, A SUBDIVISION IN LIBERTY, CLAY COUNTY, MISSOURI; THENCE S89°56'29"E ALONG THE NORTH LINE OF SAID OAK WOOD BUSINESS PARK, A DISTANCE OF 768.96 FEET TO THE SOUTHWEST CORNER OF LOT 2, SMITH ACRES, A SUBDIVISION OF LAND IN LIBERTY, CLAY COUNTY, MISSOURI; THENCE N00°03'31"E A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°56'29"E A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°03'31"W A DISTANCE OF 150.00 FEET TO THE NORTH LINE OF SAID OAK WOOD BUSINESS PARK; THENCE S89°56'29"E ALONG SAID NORTH LINE, A DISTANCE OF 616.86 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 35, AS DESCRIBED IN BOOK1279 AT PAGE 897; THENCE N02°49'49"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 49.68 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 5862.58 FEET AND A CENTRAL ANGLE OF 05°57'27"; THENCE NORTHEASTERLY ALONG THE ARC OF THAT CURVE AND ALONG THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE ROUTE 35, A DISTANCE OF 609.58 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER

ORDINANCE NO. _____ (CONT.)

OF SAID SECTION 1; THENCE N89°58'55"W ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1642.32 FEET TO THE POINT OF BEGINNING. ALSO KNOWN AS LOT 1 AS SHOWN ON THE LOT SPLIT PLAT SMITH ACRES, IN LIBERTY, CLAY COUNTY, MISSOURI, RECORDED JANUARY 13, 2015 AS DOCUMENT NO. 2015001117 IN PLAT CABINET H AT SLEEVE 114.

SECTION II

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

SECTION III

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

PASSED by the City Council this _____ day of _____, 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 26-11FDP

Staff: Kyle McGinnis, Senior Planner

Date: April 27, 2026

GENERAL INFORMATION

Application: Final Development Plan for Lot 1 of Oak Wood North – a commercial/office development on 23.5+/- acres on N. Church Road.

Applicant: Nicholas Heiser
Olsson
1301 Burlington Street, Ste. 100
North Kansas City, MO 64116

Owner: Jim Robertson
Robertson Properties
PO Box 165
Liberty, MO 64069

Location: On N. Church Road, north of Industrial Drive, west of I-35

Site Acreage: 23.5+/- Acres

Building Area: 24,000 square feet

Parking: 76 stalls (72 standard, 4 ADA)

Existing Land Use/Zoning: Vacant / C-2, “General Business District”

Future Land Use Map: Neighborhood Commercial

Surrounding Land Uses/Zoning: **North:** Hills of Oakwood Subdivision / R-1C, “Standard Single-family”
South: Oakwood Business Park / C-2, “General Business” & C-3, “Highway Business”
West: Vacant and Stream Buffer / C-2, “General Business District”
East: N. Church Road and I-35

Public Notice: None Required

File Date: March 6, 2026

PREVIOUS CASES/SITE HISTORY

This application is being reviewed concurrently with PZ Case 26-12FP: A Final Plat for Oak Wood North – two lots on 23.5+/- acres.

PZ Case 25-25PP: A Preliminary Plat for Oak Wood North, 3 Lots on 24 +/- acres on N. Church Road was approved by the City Council on June 23, 2025 via Resolution No. 3469.

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In 2014, a Lot Split was approved resulting in two lots. This Lot Split was initiated to create a lot for an existing telecommunications tower.

APPLICANT'S PROPOSAL

Summary

This is a Final Development Plan application for Oak Wood North, a commercial/office development located on 23.5+/- acres west of I-35 and immediately south of the Hills of Oakwood subdivision. This application is being reviewed concurrently with Oak Wood North Final Plat (PZ Case 26-12FP). Although this development will eventually total three office buildings spread across both Lots 1 and 2 of Oak Wood North, this application encompasses only one building to be located on Lot 1, along with the construction of infrastructure and improvements necessary to serve this development (Exhibit B). The submission of a future Final Development Plan application or applications will be required prior to the construction of the second and third office buildings on Lot 2.

Use

The proposed buildings will consist of office/commercial suites and be similar to the buildings located to the south within Oakwood Business Park along N. Church Road.

Site Design

As part of PZ Case 26-12FP, this property will be split into two lots, in addition to the creation of a Tract A, which will envelop the future Eric Circle – a private street to be used in accessing Lots 1 and 2. This application is specifically for the proposed two-story, 24,000 square foot office building on Lot 1, located to the south of Eric Circle. Lot 1 will have two points of access via an internal access drive connecting to Eric Circle and extending towards the southern property line, where it will connect to Oakwood Business Park along N. Church Road (Exhibit B).

Lot 2 will encompass the remaining land. A stream buffer bisects the property to the west of the development area. The existing telecommunications tower located to the west of the development area is contained within its own lot and will not be altered by this application/development. A stormwater management facility is depicted

on Lot 2, located north of Eric Circle and west of the future northern building's parking facilities.

Access, Circulation, & Parking

This development will access the public road network via the proposed private street Eric Circle, which will intersect with N. Church Road to the east. Eric Circle will terminate in a cul-de-sac designed to allow for the movement of emergency vehicles into and out of the site. Lot 1 will access Eric Circle to the north through an internal access drive that will extend towards the south property line, connecting this site with Oakwood Business Park. This connection will require the creation and recordation of an Access Agreement for the Oakwood Business Park property, as well as the placement of an access easement on the subject property as part of the Oak Wood North Final Plat. The Oakwood Business Park Access Agreement will be a separate recorded document from the Oak Wood North Final Plat. The building on Lot 1 will be immediately served by 76 parking stalls, four of which will be ADA-compliant. Once fully built, there will be sufficient parking available to serve all three buildings.

Building Design & Signage

Per the elevations provided by the applicant (Exhibit C), the proposed building exterior will utilize a combination of E.I.F.S., brick and stone veneer, and split face concrete blocks, resulting in an appearance similar to the existing buildings within Oakwood Business Park to the south of this site. Signage is not depicted on these elevations; all future signage will be permitted separately in accordance with Section 30-87.5 of the *Unified Development Ordinance*.

Landscaping, Open Space, & Tree Preservation

Per the landscape plan (Exhibit D), approximately 26% of Lot 1's area will be maintained as open space, satisfying the minimum 20% open space requirement detailed in Sec. 30-97.6 of the UDO. In addition, the minimum required landscaping prescribed by Sec. 30-97.4 of the UDO will be met. A 200-foot wide conservation easement will encompass the stream buffer area to the west in order to preserve the vegetation established within its bounds, which will account for the replacement trees that are removed as part of the development of both Lots 1 and 2 in accordance with Sec. 30-97.4 (10). A 50-foot landscape easement along the north boundary of Lot 2 will protect the existing vegetation within that area, which may be further supplemented by new plantings when Lot 2 is developed. Details regarding the landscape easement will be reviewed as part of a Final Development Plan for the development of Lot 2.

PUBLIC INFRASTRUCTURE

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

Streets

The property has access to N. Church Road via the proposed private street, Eric Circle. Eric Circle will terminate in a cul-de-sac and be built to City standards so that it might someday be extended westward to connect to future development west of the stream buffer.

Sanitary Sewer

A 15-foot sanitary sewer easement is proposed in order to extend the existing eight-inch public sewer main from its current terminus at the southern property line northward, west of the proposed Lot 1 and traveling beneath the proposed Eric Circle in order to serve all three buildings. Refer to Exhibit E for details.

Water

A new eight-inch public water main will connect to the existing infrastructure located along N. Church Road to the east. The public water main extension will generally follow the southern edge of the proposed Eric Circle within a 15-foot water easement, partially wrapping around the cul-de-sac. Three new fire hydrants will be installed in order to meet Fire requirements. Refer to Exhibit E for details.

Stormwater

Stormwater runoff associated with Lot 1 will be collected and conveyed to a designated underground detention and infiltration system proposed to the south of the building. Future stormwater facilities will be required as Lot 2 of this site develops, the details of which will be reviewed as part of that Final Development Plan application. Stormwater released from the development will be managed to reduce offsite erosion potential, or additional erosion prevention measures will be designed and constructed.

STAFF ANALYSIS

In accordance with the Liberty Unified Development Ordinance (UDO), staff's analysis of a Final Development Plan application is guided by Section 30-27.8. In evaluating an application for a Final Development Plan the following three criteria are considered:

1. The plan substantially complies with the intent of the comprehensive plan;

The City's Comprehensive Plan, *Leading Liberty Forward*, provided this property with the Neighborhood Commercial Future Land Use designation, likely due to the site's location along a commercial corridor and proximity to a single-family subdivision. This Future Land Use designation is intended to provide for commercial, retail, service, and office land uses. This application proposes the construction of a commercial/office building, in alignment with this Future Land Use designation. As a result, it is staff's position that the proposal satisfies the intent of the Comprehensive Plan.

2. The plan complies with the provisions of this UDO;

Staff finds that the application substantially conforms to the requirements set forth in the Unified Development Ordinance and requires no variances.

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

Staff finds that this application does fully comply with the intent of city development standards and policies.

4. The plan substantially complies with the approved preliminary development plan, where applicable.

The proposed Final Development Plan does substantially comply with the approved Preliminary Development Plan but for the change to the gated, emergency-only access previously proposed on Lot 1, connecting to N. Church Road. This access has been removed from this proposal and replaced by the internal drive connecting from Eric Circle to Oakwood Business Park to the south. Staff does not consider this change substantial.

STAFF RECOMMENDATION

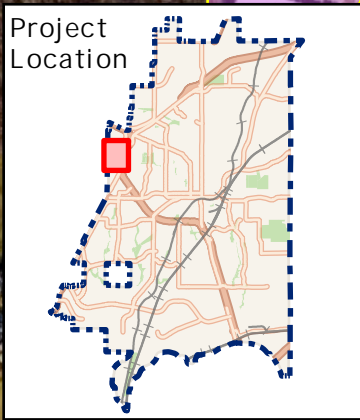
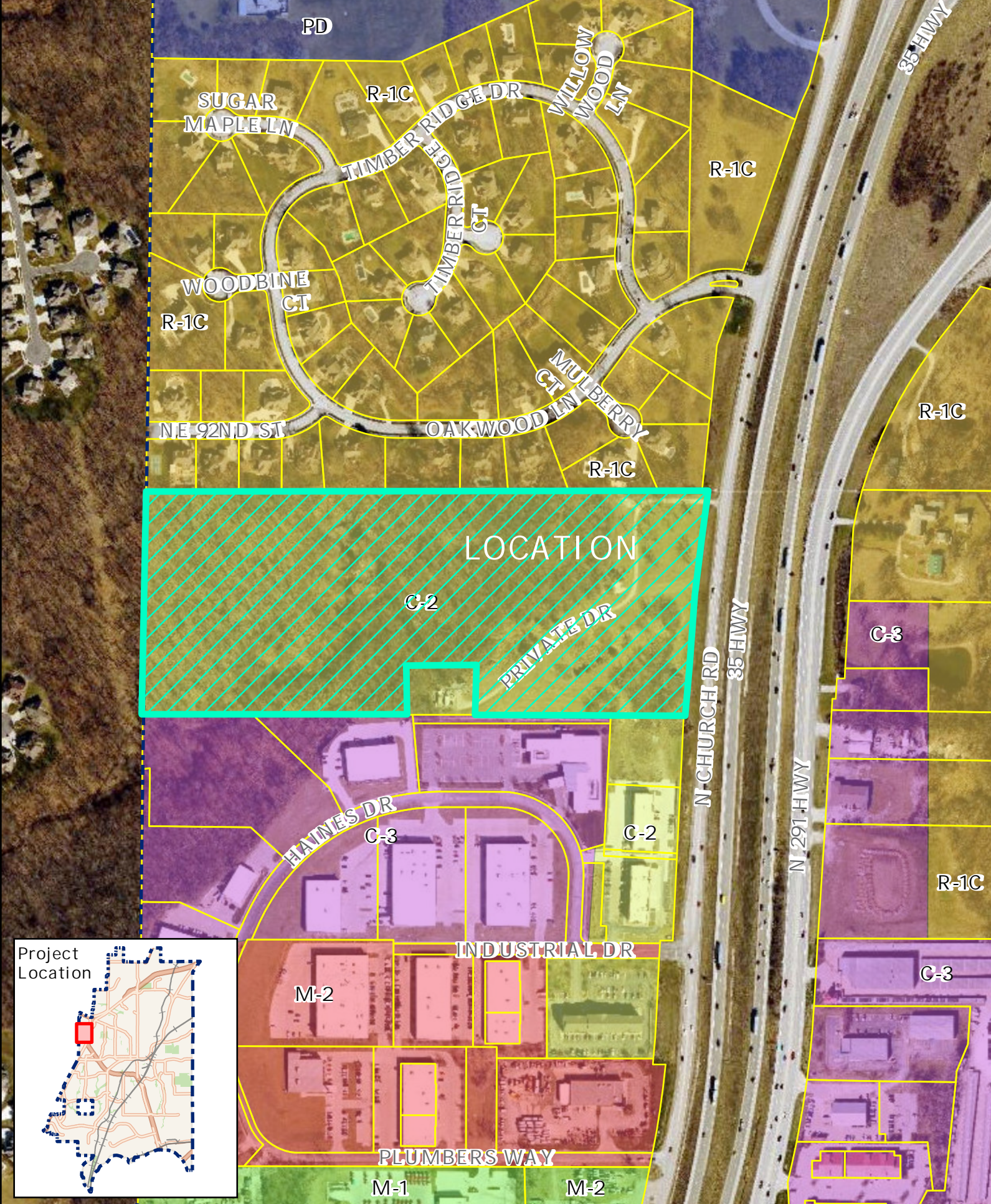
Staff finds that this application meets the standards of review for a Final Development Plan and recommends approval of P&Z Case 26-11FDP.

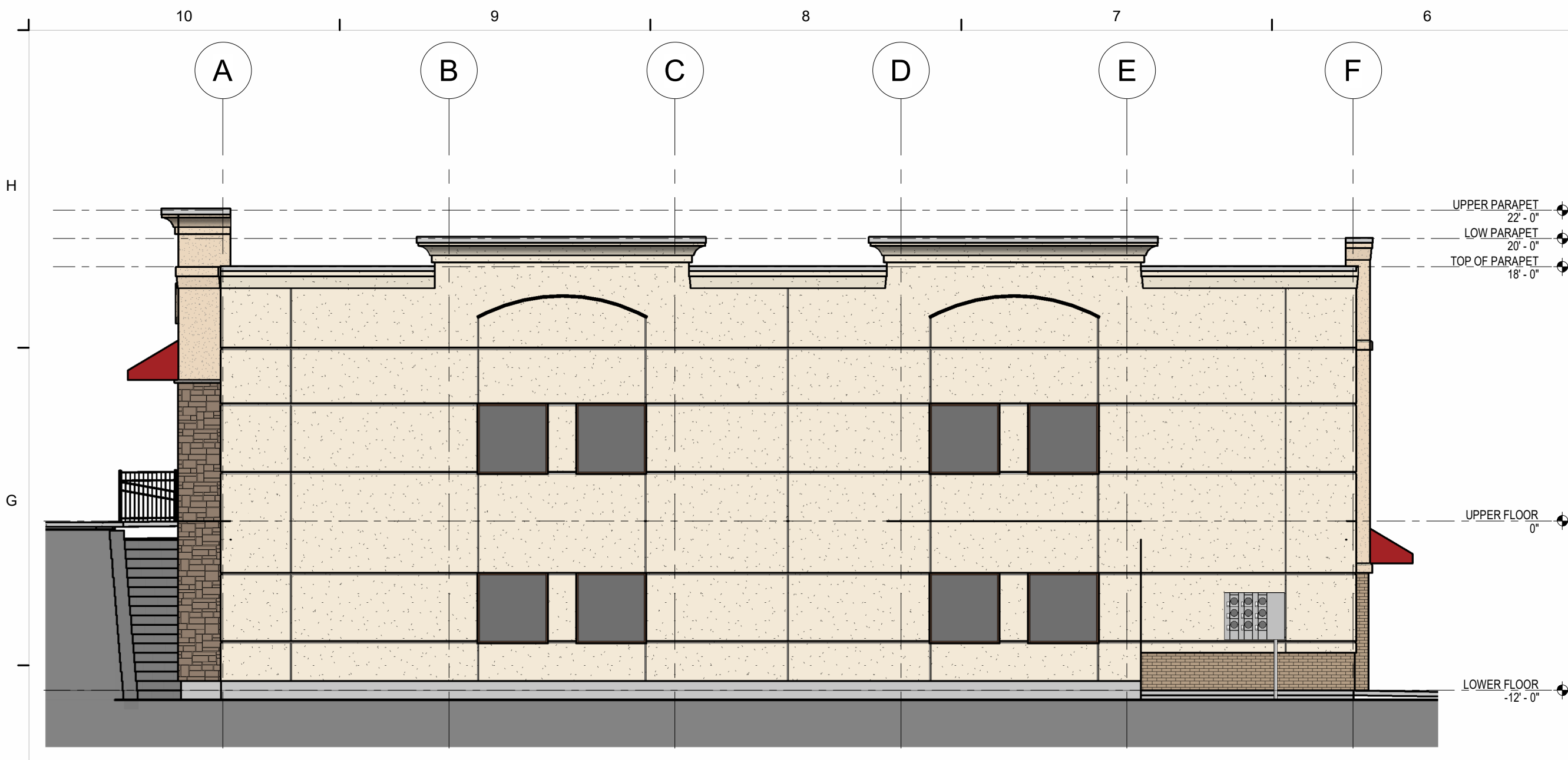
P&Z RECOMMENDATION

At its meeting on April 14, 2026, the Planning and Zoning Commission voted 9-0-0 to recommend approval of P&Z Case 26-11FDP as presented in the staff report.

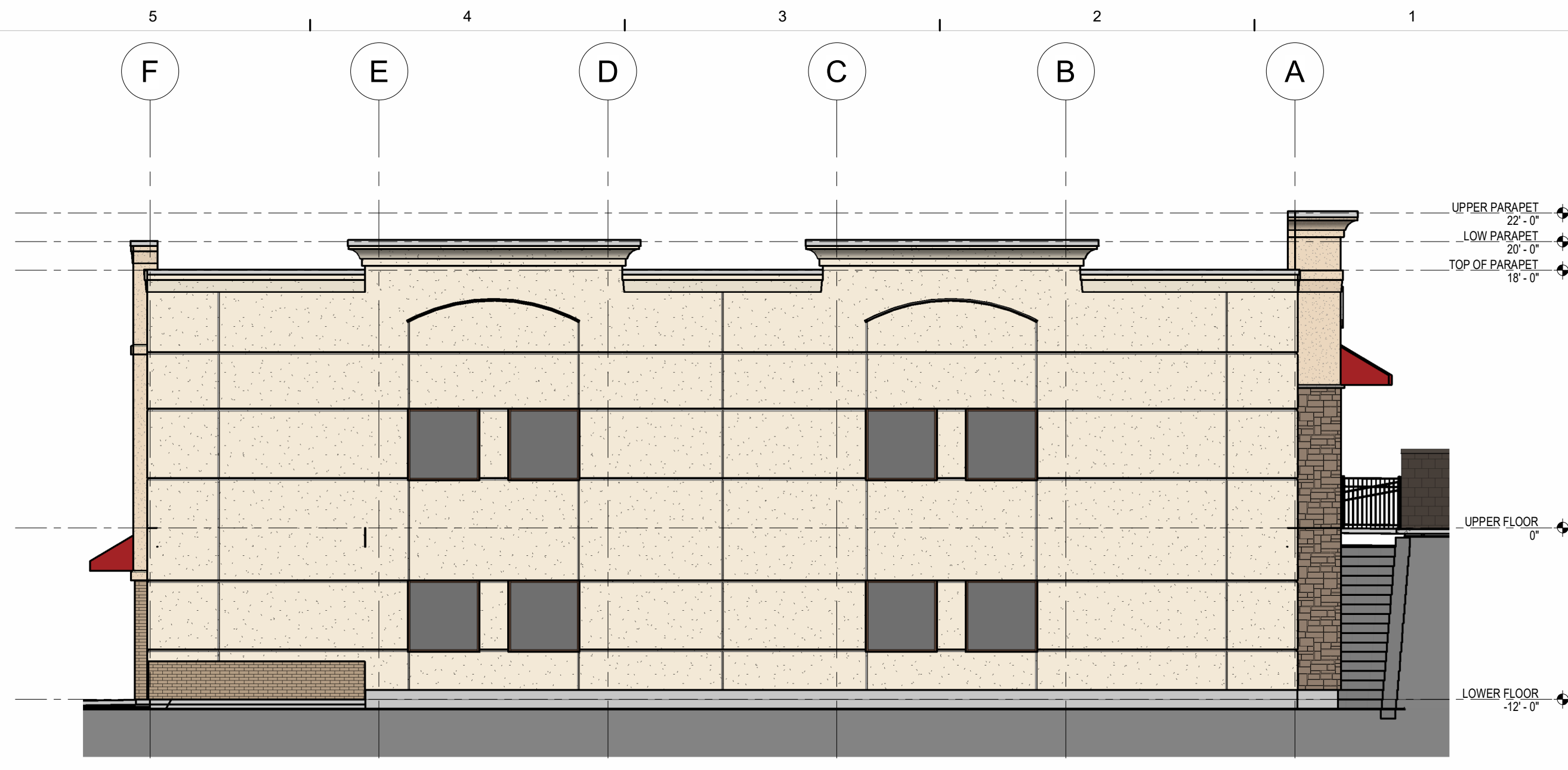
ATTACHMENTS

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

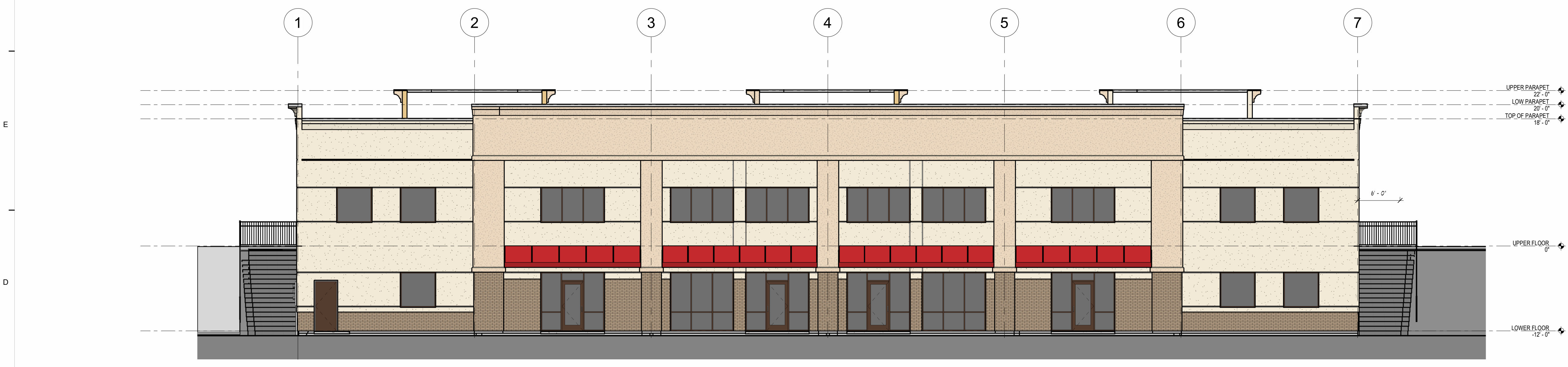




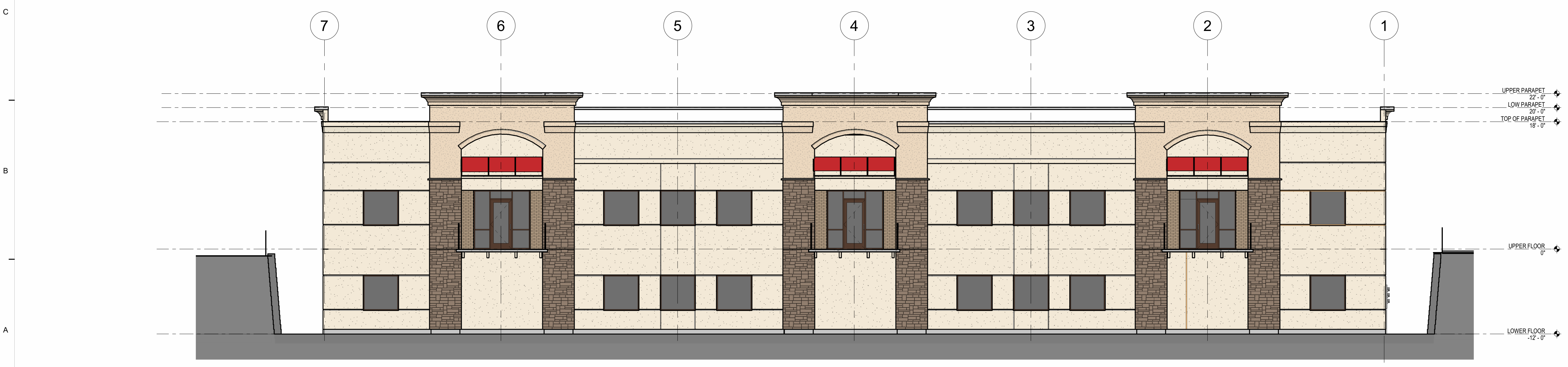
F10 WEST ELEVATION - PRESENTATION1
1/8" = 1'-0"



F5 EAST ELEVATION - PRESENTATION1
1/8" = 1'-0"



D10 SOUTH ELEVATION
1/8" = 1'-0"



A10 NORTH ELEVATION
1/8" = 1'-0"

KEYNOTES	DESIGNATION	DESCRIPTION
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ARCHITECTURAL CORPORATION
MISSOURI CERTIFICATE
OF AUTHORITY NO. 000073

OAKWOOD NORTH BLDG 1
LIBERTY, CLAY COUNTY, MISSOURI

STARK WILSON DUNCAN ARCHITECTS INC
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698 F 816.532.1978

SEAL
ARCHITECT - TIMOTHY O.K. WILSON
A-6972



BUILDING PRESENTATION

ISSUE DATE:
12/17/25
REVISIONS:
NO. DESCRIPTION DATE

EXTERIOR FINISH LEGEND

	THIN BRICK VENEER GLEN GERY T13 RUSTIC GRAY
	THIN STONE VENEER GLEN GERY PORTOFINO GLEN RIDGE
	EIFS - COLOR 1 STO CLASSICS 10200 PEARL MED. SAND FINISH
	EIFS - COLOR 2 STO CLASSICS 20506 DESERT SUN MED. SAND FINISH
	SPLIT FACE CMU ECCHELON BLACK CHERRY

PROJECT NO.: 2314

A0.3

COPYRIGHT © 2025 SWD ARCHITECTS INC

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SWD
ARCHITECTS

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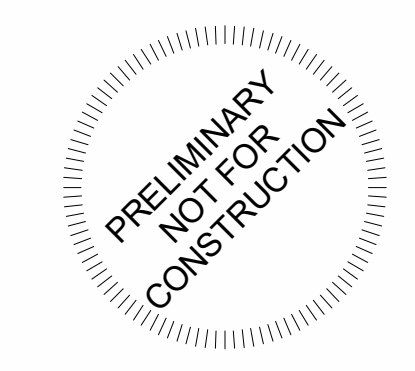
ARCHITECTURAL CORPORATION
MISSOURI CERTIFICATE
OF AUTHORITY NO. 000073

OAKWOOD NORTH BLDG 1

LIBERTY, CLAY COUNTY, MISSOURI

STARK WILSON DUNCAN ARCHITECTS INC
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SEAL
ARCHITECT - TIMOTHY O.K. WILSON
A-6972



**BUILDING
PRESENTATION**

ISSUE DATE:

12/17/25

REVISIONS:

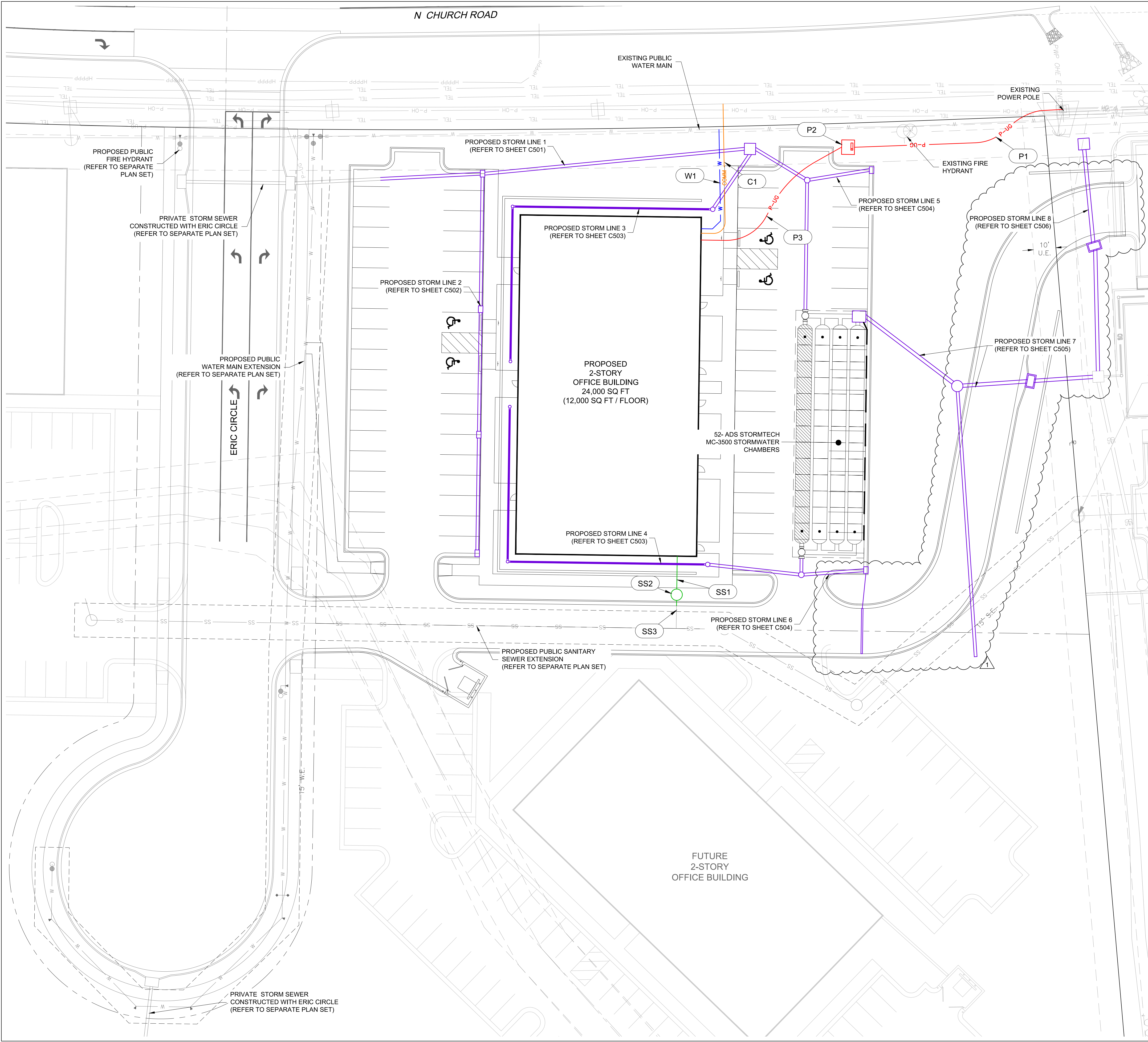
NO.	DESCRIPTION	DATE

PROJECT NO.:2314

A0.4

COPYRIGHT © 2025 SWD ARCHITECTS INC

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 DATE: Apr 08, 2026 10:24am
 USER: dbuckley
 XREFS: C:\BASE-A193447 C:\BASE-01_A193447 C:\BASE-02_A193447 C:\BASE-03_A193447 C:\PUTIL-01_A193447 C:\PUTIL-02_A193447 C:\PUTIL-03_A193447 C:\PBNDY_A193447



- GENERAL LEGEND**
 APPLIES TO ALL SHEETS UNLESS OTHERWISE SPECIFIED
- PROPERTY BOUNDARIES
 - EASEMENT & SETBACK BOUNDARIES
 - P-UG — PROPOSED UNDERGROUND POWER
 - FO — PROPOSED FIBER OPTIC
 - G — PROPOSED NATURAL GAS
 - SS — PROPOSED SANITARY SEWER
 - SD — PROPOSED STORM SEWER
 - W — WATER SERVICE

- EASEMENT LEGEND**
- AE ACCESS EASEMENT
 - BMPE BMP EASEMENT
 - CE CONSERVATION EASEMENT
 - DE STORM DRAINAGE EASEMENT
 - SB BUILDING SETBACK
 - SDE STORM DETENTION FACILITY EASEMENT
 - UE UTILITY EASEMENT
 - VW VARIABLE WIDTH (USED W/ EASEMENT TYPE)
 - WE WATER EASEMENT

KEYNOTES

ALL RETAINING WALL CROSSINGS SHALL BE COORDINATED WITH RETAINING WALL DESIGN PRIOR TO INSTALLATION AND MAINTAIN 18" SEPARATION FROM BOTTOM OF FOOTINGS AND ANY GEOGRID. PIPE SHALL NOT INTERRUPT GEOGRID OR FILTER FABRIC WRAP.

WATER
 ALL WATER INSTALLATION SHALL CONFORM WITH CITY OF LIBERTY CODES AND ORDINANCES

W1 INSTALL 185 L.F. OF BUILDING DOMESTIC SERVICE LINE WITH NECESSARY BENDS (BACKFLOW PREVENTION LOCATED WITHIN BUILDING)

SANITARY
 ALL SANITARY INSTALLATIONS SHALL CONFORM WITH CITY OF LIBERTY CODES AND ORDINANCES.

SS1 INSTALL 14.5 L.F. OF 4" PVC (SDR-26) BUILDING SERVICE LINE AT 2.0% MIN SLOPE TO BUILDING AS SHOWN (RE: MEP PLANS FOR BUILDING CONNECTION DETAILS)

SS2 INSTALL 4" DIA. SANITARY SEWER MANHOLE
 TOP = 989.65
 FL_{IN} = 983.50
 FL_{OUT} = 983.00

SS3 INSTALL 12.5 L.F. OF 4" PVC (SDR-26) BUILDING SERVICE LINE AT 2.0% MIN SLOPE
 CONNECT TO PUBLIC SANITARY SEWER MAIN WITH WYE TEE FL=981.50
 INSTALL 4" RISER AS NECESSARY

POWER
 ALL POWER INSTALLATION SHALL CONFORM WITH EVERGY REQUIREMENTS AND CITY OF LIBERTY CODES AND ORDINANCES

P1 INSTALL 6" ELECTRICAL CONDUIT W/ PULL WIRE FOR PRIMARY POWER SERVICE

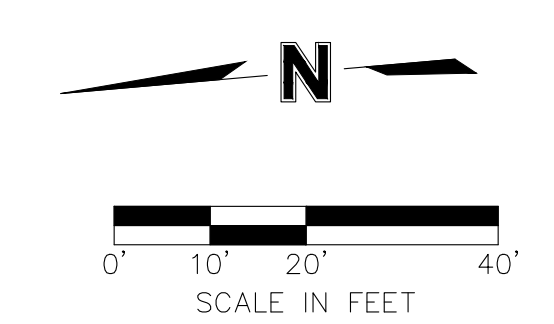
P2 INSTALL TRANSFORMER PAD. EVERGY TO MOUNT TRANSFORMER TO PAD AND PULL WIRE. PAD SHALL BE Poured FLAT AND INCREASED THICKNESS AS REQUIRED TO ACCOMMODATE ADJACENT GRADES. CONFIRM LOCATION, HEIGHT, AND CLEARANCES WITH EVERGY INSPECTOR PRIOR TO POUR.

P3 INSTALL 6" ELECTRICAL CONDUIT W/PULL WIRE FOR SECONDARY POWER SERVICE

COMMUNICATION
 FINAL DESIGN TO BE PROVIDED BY SERVICE PROVIDERS. CONTRACTOR SHALL COORDINATE FINAL DESIGN AND CONSTRUCTION WITH PROVIDER.

C1 PROPOSED ALIGNMENT OF COMMUNICATION CONDUIT. SIZE AND NUMBER OF CONDUIT PER MEP PLANS AND SERVICE PROVIDER. PROVIDE PULL BOXES AS REQUIRED.

GAS
 BUILDING WILL NOT HAVE GAS SERVICE. IF REQUESTED BY OWNER, CONTRACTOR SHALL COORDINATE WITH PROVIDER.



MO Certificate of Authority #091892
 1301 Burlington Street
 North Kansas City, MO 64116
 TEL 816.361.1177
 www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	04/08/2026	SITE UPDATES	

UTILITY PLAN
 SITE DEVELOPMENT PLANS
 OAK WOOD NORTH

LIBERTY, MO
 2026

drawn by:	BWM
checked by:	DFG
QA/QC by:	NDH
project no.:	A19-34470
drawing no.:	
date:	03/06/2026

SHEET C401

- A. **PZ Case 26-11FDP:** Final Development Plan for Oak Wood North, one 24,000 sq. ft. commercial building and associated site improvements on N. Church Road.

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.

Jacob Hodson of Olsson, located at 1301 Burlington Street, North Kansas City, MO 64116, introduced himself as one of the engineers for this project and made himself available for any questions the Commission might have.

Chairman Rosekrans asked staff if the retaining wall would require a railing. Ms. Sharp confirmed that if a retaining wall is large enough to require engineering and a building permit, then it is required to include a safety railing along its top. That would apply in this instance.

Chairman Rosekrans asked how the underground stormwater detention system functions. John Findlay, Assistant Director of Public Works, responded that the underground system is essentially a large chamber that stormwater runoff is directed into; the sediment settles out within the chamber, and then the stormwater is released through a pipe sized such that the water is released at a pre-development rate. This system is not often at risk of freezing and noted that concerns regarding freezing often involve pressurized systems, which this would not be. Mr. Findlay added that these systems are accessed via manholes for maintenance and the occasional cleaning.

Commissioner Reinier asked whether the water held within the system could be used for other purposes, such as watering a site's landscaping. Mr. Findlay stated that it may be possible, but that it would require some form of pump as the system is not pressurized like a garden spicket is.

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, 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, April 27, 2026 at 7:00 p.m.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL DEVELOPMENT PLAN FOR LOT 1 OF OAK WOOD NORTH, A 24,000 SQUARE FOOT COMMERCIAL/OFFICE BUILDING LOCATED SOUTH OF HILLS OF OAKWOOD, NORTH OF OAKWOOD BUSINESS PARK, AND WEST OF I-35 ON N. CHURCH ROAD IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for Lot 1 of Oak Wood North, a 24,000 square foot commercial/office building located south of Hills of Oakwood, north of Oakwood Business Park, and west of I-35 on N. Church Road in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on April 14, 2026 and the City Council on April 27, 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 Lot 1 of Oak Wood North, a 24,000 square foot commercial/office building located south of Hills of Oakwood, north of Oakwood Business Park, and west of I-35 on N. Church Road in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK



CITY COUNCIL ACTION REPORT

Meeting Date: April 27, 2026
A/R No.: 2026-140

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject:

Ordinance approving a traffic signal maintenance agreement with Custom Lighting Services, LLC DBA Black and McDonald in an amount not to exceed \$34,914.00

Summary:

- Approve an ordinance for an agreement for traffic signal maintenance with Custom Lighting Services, LLC DBA Black and McDonald in an amount not to exceed \$34,914.00.
- Black and McDonald will conduct bi-annual routine maintenance on City-owned traffic signals and provide on-call additional traffic signal repairs on a time and material basis.
- The term of this agreement is five years from 2026-2030 with an annual price escalation cap of 4%.

Background:

City-owned traffic signals require routine maintenance and occasional repairs. The agreement consists of performing bi-annual (twice per year) preventative maintenance inspections and dispatch repair work for the City of Liberty's traffic signals for a period of no less than 5 years with an option to renew at the end of the 5-year term. The City currently has twenty-one (21) signalized intersections and two (2) HAWK signals. The bid proposal also included an optional alternate bid item for a comprehensive traffic signal component inventory.

Sealed bids were received by the City for a single prime contract on March 27, 2026. Bids were on a lump sum basis for preventative maintenance inspections with an annual percentage escalation cap, and a unit price basis for repairs and dispatch work with a material markup rate. Two bids were received, Custom Lighting Services, LLC (DBA Black & McDonald) and Capital Electric Line Builders.

Black and McDonald was determined to be the best and most responsive bid. An agreement in the amount of \$34,914.00 to provide lump sum bi-annual maintenance tasks for the signals and fixed unit price rates for work performed above-and-beyond the scope of routine maintenance inspections including a 10% markup rate for materials. This agreement is for a term of five (5) years, with a purchase order established each year through an approved change order to the contract with annual escalations not to exceed 4%. City staff opted not to accept the optional comprehensive traffic signal inventory bid item (\$36,800.00).

The traffic signal maintenance base budget was established under the General Fund at \$48,000 for 2026 during FY2026 budget development. This agreement will utilize \$34,914.00 of those funds with the remaining \$13,086.00 available for other on-call repairs above and beyond the routine maintenance inspection scope. Each subsequent year during the five-year term of the agreement, a separate action will be presented to City Council to establish the cost of that year's fixed maintenance inspection amount through the approval of a change order.

Staff recommends approving an ordinance approving an Agreement for Traffic Signal Maintenance with Custom Lighting Services, LLC DBA Black & McDonald in an amount not to exceed \$34,914.00.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

x Budgeted:	Line Item: 100-57017-201-000000	Amount: \$34,914.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Approve Traffic Signal Maint B&M
2. CONTRACT Liberty 2026-2030 Traffic Signal Maint

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH CUSTOM LIGHTING SERVICES, LLC DBA BLACK AND MCDONALD IN AN AMOUNT NOT TO EXCEED \$34,914.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an agreement for traffic signal maintenance by and between the City of Liberty and Custom Lighting Services, LLC DBA Black and McDonald, in an amount not to exceed THIRTY-FOUR THOUSAND NINE HUNDRED FOURTEEN AND 00/100 DOLLARS (\$34,914.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by the City Council this ____ day of _____, 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 **Custom Lighting Services, LLC dba Black & McDonald**, located at **6900 Executive Dr, Kansas City, MO 64120** 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:

2026 - 2030 Traffic Signal Preventative Maintenance and Dispatch Repair (#26-007)

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Agreement and attached **City of Liberty General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

a sum not to exceed _____.

or (if above box is not checked):

such amount as is set forth on an attached **Exhibit A** that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows: _____.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

The City reserves the right, but shall not be bound to, retain 5% of each invoice as retainage. Retainage, if held, is to be released in whole upon final completion.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Agreement shall be completed in a reasonable manner, as defined within Exhibit A, and shall be performed so as not to delay or hinder City's schedule for the Project. Failure to complete the Work in a reasonable manner, as defined within Exhibit A, shall result in a reduction in the amount due the Contractor under this Agreement in the amount of \$100.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Agreement first above written.

CONTRACTOR

CITY OF LIBERTY, MISSOURI

By: _____

By: _____

Title: Manager, Asset Management

Mayor, Greg Canuteson

DATED: 04/07/2026

DATED: _____

ATTEST: _____

**CITY OF LIBERTY
CONTRACTING SERVICES AGREEMENT
GENERAL CONDITIONS**

1. Independent Contractor.

The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

2. Compliance with Laws.

The Contractor 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, Contractor 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 (required only for contracts over \$75,000.00)

Contractor 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 Contractor 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 Contractor 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 Contractor shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Contractor 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-Contractor 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. Tax Exemption Certificate
- f. Technical Specifications
- g. Wage Order No. 32

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.



PRICE PROPOSAL FORM

2026-2030 TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE AND DISPATCH REPAIR - Project # 26-007

Sealed Bids due: 02:00 pm local time on Friday, March 27th, 2026
3rd Floor Liberty City Hall
101 E. Kansas Street
Liberty, MO 64068

MANDATORY BASE BID - Traffic Signal Preventative Maintenance Inspections Entire System (21 traffic signals plus 2 HAWK signals):

\$ 34,914.00 Lump Sum

Maximum Annual Escalation Rate: 4 %

***MANDATORY SUPPLEMENTAL - Labor and Equipment Rate Schedule for dispatch troubleshooting and repair:**

***BIDDER SHALL ATTACH TO THIS FORM**

Optional Material Mark-Up Rate: 10 %

~~OPTIONAL ALTERNATE BID - Comprehensive Traffic Signal Inventory Entire System (21 traffic signals plus 2 HAWK signals):~~

~~\$ 36,800.00 Lump Sum~~

The Price Proposal form shall be completed in its entirety and include an attached rate schedule. Incomplete or unbalanced Price Proposals may be considered non-responsive and the Proposal rejected.

**BLACK & McDONALD SUPPLEMENTAL LABOR RATES
WAGE ORDER 32**

Prepared for the City of Liberty, MO

Effective: January 1, 2026- December 31, 2026

TRADE CLASSIFICATION	REGULAR RATE	OVERTIME RATE	DOUBLE TIME RATE
General Foreman	\$ 140.33	\$ 196.53	\$ 254.48
Line Foreman	\$ 134.61	\$ 193.72	\$ 254.20
Journeyman Lineman	\$ 133.46	\$ 193.59	\$ 254.07
4th Step Apprentice	\$ 99.60	\$ 144.70	\$ 189.80
3rd Step Apprentice	\$ 92.84	\$ 134.93	\$ 178.30
2nd Step Apprentice	\$ 86.06	\$ 125.16	\$ 164.22
1st Step Apprentice	\$ 79.30	\$ 115.37	\$ 151.44
Heavy Equip. Operator	\$ 133.46	\$ 193.59	\$ 254.07
Bore Crew Foreman	\$ 133.46	\$ 193.59	\$ 254.07
Small Equip. Operator	\$ 133.46	\$ 193.59	\$ 254.07
Groundman	\$ 133.46	\$ 193.59	\$ 254.07



Black & McDonald Equipment Rates
Effective 1/1/2026 - 12/31/2026

Trucks		
1/2 Ton Pickup	\$	11.36
3/4 Ton Pickup	\$	13.36
1 Ton Pickup	\$	14.39
Car/SUV	\$	11.36
Service Van ≤ 3/4 Ton	\$	14.60
Mechanic / Welder Truck	\$	25.34
37' Bucket Truck	\$	25.00
55' Bucket Truck	\$	27.14
65' Bucket Truck	\$	40.74
85' Bucket Truck	\$	59.33
105' Bucket Truck	\$	83.92
ELLIOTT ≤ 85'	\$	53.97
ELLIOTT 85' <> 110'	\$	68.88
Digger Derrick Distribution (< 16k LBS - 42' Shive)	\$	28.53
Digger Derrick 3060 / 4060 (> 16k LBS - 50' Shive)	\$	43.76
Mini-Derrick / Backyard Machine w/ Trailer	\$	44.20
55' Tracked Bucket/Digger Combo	\$	83.27
Pressure Digger Truck, 30kFT-LB Torque	\$	82.24
Pressure Digger Truck, 55kFT-LB Torque	\$	154.20
1.5 Ton Flatbed Truck - Small Flatbed	\$	19.69
>1.5 Ton Flatbed Truck - Large Flatbed	\$	25.66
Road Tractor	\$	42.43
Dump Truck - Single Axle - < 6 Cubic Yards	\$	20.08
Dump Truck - Tandem Axle - 10-14 Cubic Yards	\$	27.84
CRANES		
Truck Crane (23-30 Ton)	\$	74.02
Truck Crane (38 Ton)	\$	87.38
Truck Crane (40 Ton)	\$	118.22
PULLING EQUIPMENT		
Rodder Truck	\$	89.44
Powered Self Loading Reel Trailer	\$	71.75
Manhole Trailer	\$	13.36
BULLDOZERS		
D5 CAT Dozer (or equivalent)	\$	88.41
D6 CAT Dozer (or equivalent)	\$	99.72
EXCAVATORS		
4x4 Rubber Tire Backhoe Loader	\$	23.64
Track Hoe (CAT 320 or equivalent)	\$	72.99
Track Hoe (CAT 315 or equivalent)	\$	52.19
Track Hoe (CAT 308 or equivalent)	\$	43.18
Mini Excavator (CAT 304 or equivalent)	\$	19.53

Rubber Tired Trencher - Small	\$	32.57
Rubber Tired Plow - Large	\$	41.43
Rock Wheel Trencher (Vermeer RTX1250 or Equiv.)	\$	165.51
Vacuum Excavator - trailer mounted	\$	30.84
Vacuum Excavator - Truck	\$	174.76
DIRECTIONAL DRILLS		
Directional Boring Machine (Dirt Machine)-Incl trailer/water tank	\$	84.30
Directional Boring Machine (Rock Machine)-Incl trailer/water tank	\$	174.76
MISC		
Telehandler Forklift (10K LBS)	\$	52.43
Skid Steer Loader (Rubber Tire)	\$	22.97
Skid Steer Loader (Track)	\$	22.97
ATV / Side by Side w/ trailer	\$	13.36
Air Compressor - 185cfm	\$	13.88
Concrete Saw - Walk Behind 65hp (blades are extra)	\$	16.71

BIDDER: [Indicate correct name of bidding entity]

Custom Lighting Services, LLC dba Black & McDonald

By:

[Signature]

Jennifer L Mathes

[Printed name]

Jennifer Mathes

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Jennifer Mathes

[Printed name]

Jennifer Mathes

Title:

Manager of Maintenance Services

Submittal Date:

03/27/2026

Address for giving notices:

6900 Executive Dr

Kansas City, MO 64120

Telephone Number:

816-215-6509

Fax Number:

Contact Name and e-mail address:

Jennifer Mathes

jmathes@blackandmcdonald.com

SCOPE OF SERVICES

2026-2030 Traffic Signal Preventative Maintenance and Dispatch Repair Contract

The City of Liberty ("City") is seeking proposals from qualified contractors to provide traffic signal preventative maintenance and on-call dispatch troubleshooting and repair services for all City-owned traffic signalized intersections. The intent of this contract is to ensure safe, reliable, and continuous operation of the City's traffic signal system.

This contract shall include bi-annual preventative maintenance inspections, emergency and non-emergency dispatch repair services, initial comprehensive traffic signal inventory, and coordination as specified herein.

1. CONTRACT TERM

- a. Base Term: Five (5) years.
- b. Purchase Orders will be issued for each calendar year. Sales tax exemption certificates will be issued each calendar year with the purchase order.
- c. Renewal: One optional five-year extension negotiated prior to the end of the initial five-year term, subject to negotiation and mutual agreement, and City Council approval.

2. BIDDING AND CONTRACTOR SELECTION

- a. Bidder shall complete the Price Proposal Form provided.
 - i. Base Bid: Preventative maintenance inspections on all traffic signals and HAWK signals priced as the total lump sum price for the entire system in the initial calendar year of 2026. This is a mandatory bid item.
 - ii. Maximum Annual Escalation Rate is a maximum percentage rate increase applied to the subsequent year lump sum total.
 1. This maximum allowable rate may be applied to the base bid lump sum amount in order to project total cost of preventative maintenance inspections over the 5-year term of the contract. The cost of this rate applied over the 5-year term may factor into bidder selection.
 - iii. Material Mark-Up is an optional percentage markup rate added to materials used in repairs. The cost of this rate over the 5-year term may factor into bidder selection.
- b. Labor and Equipment Rate Schedule for dispatch troubleshooting and repair services shall be furnished by the Bidder and attached to the Price Proposal Form.
 - i. Rate schedule shall be on company letterhead and include hourly rates for all Contractor labor and equipment that may be utilized in repairs.
 - ii. This is a mandatory attachment to the price proposal.
 - iii. Prevailing Wage required only on yearly contracts of \$75,000 or more.
- c. Traffic Signal Inventory shall be completed according to applicable section in this Scope of Services.
 - i. This is a non-mandatory alternate bid item.

3. INSURANCE

Contractor shall provide City an insurance certificate with limits as follows:

- Comprehensive General Liability: Minimum \$3,370,137 combined single limit for bodily injury and property damage.
- Comprehensive Automobile Liability: \$2,000,000 combined single limit.
- Workers Compensation: Statutory requirements.
- Employers Liability: \$2,000,000 each employee, \$2,000,000 each accident and \$2,000,000 policy limit.

4. PERIOD OF PERFORMANCE AND LIQUIDATION DAMAGES

- a. The Work to be performed shall be completed as specified in the Scope of Services and according to the following **milestones**:
 - i. First round of preventative maintenance inspections shall be in the first half of each calendar year **by June 30th**.
 - ii. Second round of preventative maintenance inspections shall be in the second half of the same calendar year **by December 31st**.
 - iii. Initial Traffic Signal Inventory shall be completed **by July 31st, 2026**.
- b. Liquidated Damages shall be assessed at **\$100 per day** beyond the specified milestones.

5. PREVENTATIVE MAINTENANCE INSPECTION SERVICES - (Base Bid)

The Contractor shall provide **bi-annual (two visits per year)** preventative maintenance inspections at all traffic signal locations included in the contract.

a. Preventative Maintenance Requirements

- i. Perform inspections, at a minimum, in accordance with the attached Traffic Signal Preventative Maintenance Checklist.
- ii. Coordinate inspection timing and scheduling with City. **First round of inspections shall be in the first half of the calendar year, the second round in the second half of the calendar year.**
- iii. Perform minor adjustments, cleaning, tightening, testing, and verification as included in the checklist.
- iv. Identify deficiencies, failures, or components nearing end-of-life.

b. Deliverables

- i. Contractor shall provide a Report Summary for each inspection cycle including the following:
 - 1. Dates of inspections.
 - 2. Locations.
 - 3. Equipment inspected.
 - 4. Observed defects.
 - 5. Recommended corrective actions and estimated costs for repairs.

c. Repairs of Defects

- i. City shall review recommended corrective actions and direct Contractor to proceed with those repairs as approved by the City.
- ii. Materials shall comply with Traffic Signal specifications and approved materials list found on the Design Criteria & Technical Specifications webpage:
<https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications>

d. Payment

- i. Contractor shall submit to City an invoice for work within 30 days of completion of inspection cycle.
- ii. City shall pay within 30 days of approval of invoice.
- iii. Repairs shall be invoices and paid per Labor, Equipment, and Material rates in contract.

6. DISPATCH TROUBLESHOOTING AND REPAIR SERVICES - (Supplemental Rate Schedule)

The Contractor shall provide **on-call dispatch troubleshooting and repair services** on an as-needed basis for traffic signal system failures, malfunctions, knockdowns, communications issues, cabinet issues, detection failures, and related work. Contractor shall provide all necessary contact information for dispatch, contract administration, project management, and billing.

a. Dispatch Services

- i. Emergency and non-emergency response.
- ii. Troubleshooting, diagnosis, and repair.
- iii. Replacement of failed components.
- iv. Temporary repairs as needed to restore safe operation.
- v. Coordination with utilities or other agencies when required.

b. Labor, Equipment, and Material

- i. Contractor shall provide Labor & Equipment rate pricing for:
 1. Straight-time.
 2. Over-time.
 3. Holiday.
 4. Emergency response after hours.
- ii. Contractor shall provide Material pricing for:
 1. Cost or estimated cost of materials.
 2. Material markup percentage per the contact rate.

Sales tax exemption certificate will be provided with annually by the City. Materials shall comply with City Traffic Signal specifications and approved materials list:
<https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications>

c. Payment

- i. Repairs shall be invoices and paid per Labor, Equipment, and Material rates in contract.

Exhibit A

- ii. Contractor shall submit to City an invoice for work within 30 days of completion of inspection cycle.
- iii. City shall pay within 30 days of approval of invoice.

7. INITIAL COMPREHENSIVE TRAFFIC SIGNAL INVENTORY - (Alternate Bid)

Contractor shall perform a **comprehensive inventory of traffic signal equipment** at each intersection and the HAWK signals according to the contract location map. The price shall be an alternate lump sum price. This alternate price is a non-mandatory bid item.

City maintains ESRI GIS map data for the existing traffic signal system that currently utilizes many of the elements of the information requested below with unique IDs for basic system components. The purpose of the system-wide inventory is to collect data that supplements, corrects, and/or verifies the existing data so it may be readily available for use in an asset management software program (e.g. OpenGov/Cartegraph or similar program). Existing as-built plans for traffic signals and HAWK signals may be provided to the successful bidder upon request at contract.

Inventory data collected and/or verified shall contain the following information:

- **Equipment Identification:** Inventory must include the number, type, make, model number, serial number, age, and location of all traffic signal equipment.
- **Location Information:** Each signalized intersection must have a unique identifier and map-based location with coordinates. Include county, city, route, street names, mileposts, and nearby landmarks. Location naming/counting must be consistent across the system.
- **General Layout and Documentation:** Provide updated signal plans, field sketches, and photographs from each approach and inside the cabinet. Verify whether plans in the cabinet reflect current operations, are sealed by a professional engineer, and are less than 10 years old. Note discrepancies requiring engineering review.
- **Signal Heads:** Document type, configuration, and condition. Confirm signal heads meet visibility requirements, are within the driver's cone of vision, and are not obstructed. Identify any need for additional heads.
- **Signal Cabinet and Battery Backup:** Record cabinet make, model, condition, accessibility, mounting, and foundation. Verify conduits are sealed, wiring is labeled, and contact information is present. Include battery backup type, model, mounting, and age if installed.
- **Conflict Monitor:** Document make, model, and test records, including test date and documentation present in the cabinet.
- **Controller:** Record controller make, model, firmware version, and age. Identify controllers nearing or exceeding typical replacement life cycle (7–10 years).
- **Power Source:** Include utility provider name, meter number, disconnect switch condition and security, and grounding system status.
- **Signal Support Poles and Structures:** Document ownership, pole identifiers, mast arm or span wire configuration, guy wires, risers, and structural condition. Measure span wire height and clearance from signal heads to roadway.

Exhibit A

- **Pedestrian Equipment and Accessibility:** Document pedestrian signal heads, push buttons, crosswalk alignment, curb ramps, accessibility compliance, and any barriers to pedestrian access.
- **Vehicle and Pedestrian Detection:** Identify detection type (loops, video, radar, etc.), condition, and operational status.
- **Communications Systems:** Document communication type (fiber, copper, radio, cellular, GPS), operational status, and all communication devices such as switches, modems, and cameras. Note whether systems are monitored and maintained. Some traffic signals are on the Mid-America Regional Council (MARC) Operation Green Light (OGL) system and are indicated on the signal location list.
- **Preemption Systems:** Identify railroad and/or emergency vehicle preemption equipment and operational status.
- **Maintenance and Condition Assessment:** Document overall condition and identify immediate or planned maintenance needs, including damaged poles, signs, equipment, or other deficiencies.

a. Deliverables

1. Furnish a hardcopy report of all inventoried components and associated data in a tabular format easily read and organized by signal location.
2. Furnish inventory data in an electronic format acceptable to the City. Options include, but are not limited to:
 - i. City provides a map of each intersection and an Excel spreadsheet with that Contractor completes which verifies, corrects, adds to, or deletes component info.
 - ii. City provides ESRI GIS data layers or provides online GIS portal access to the Contractor to input inventory data.
 - iii. Contractor provides GIS data layers utilizing existing City component unique IDs.
 - iv. Some other means by which is most efficient for the Contractor and acceptable by the City.

b. Payment

1. Payment shall be lump sum in the amount on the Price Proposal Form.
2. Contractor shall submit to City an invoice for inventory work within 30 days of completion and submission to City.
3. City shall pay within 30 days of approval of invoice.

Exhibit A

City of Liberty Traffic Signals and Hawk Signals

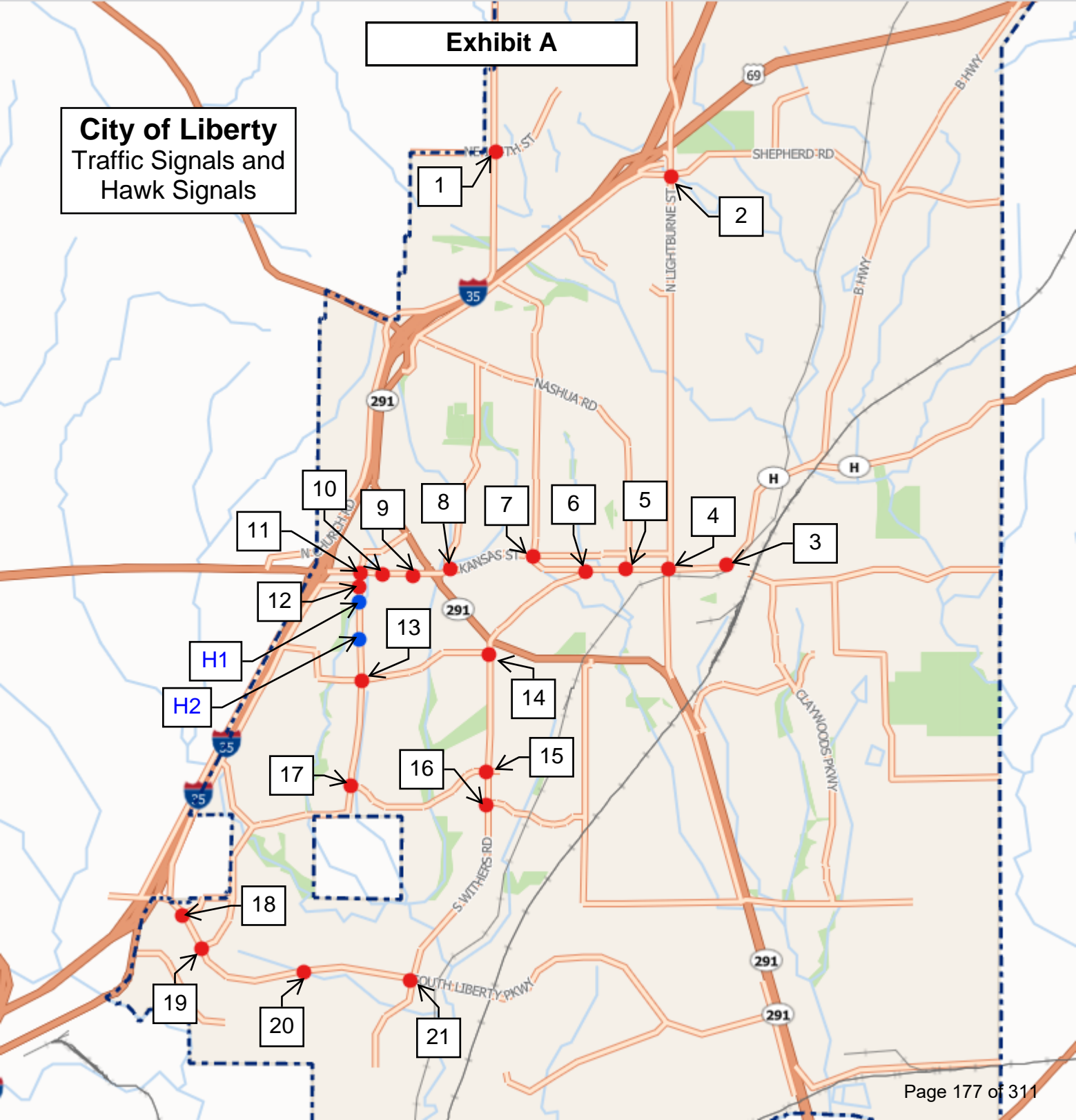


EXHIBIT A

CITY OF LIBERTY TRAFFIC SIGNALS 2026

- 1) Conistor St & Victory (OGL) - detection
- 2) E Mill St & R. E. Bowels - camera
- 3) E Mill St & Leonard St - camera
- 4) N Lightburne St & Glen Hendren St - detection
- 5) S Wales & Withers Rd - camera
- 6) W Kansas & Forrest Ave (OGL) - detection
- 7) W Kansas St & Clayview Dr (OGL) - detection
- 8) W Liberty Dr & S Wales – detection
- 9) South Liberty Pkwy & Withers – detection
- 10) South Liberty Pkwy & Flintlock – detection
- 11) South Liberty Pkwy & Hughes – detection
- 12) Conistor & Liberty Dr – camera
- 13) E Mill St & Gallatin – detection
- 14) N Church Rd & 104th St - detection
- 15) S Liberty Dr & S Wales Dr –detection
- 16) W Kansas St & Conistor (OGL) - detection
- 17) W Kansas & Blue Jay Dr (OGL) - detection
- 18) W Kansas N Ridge Ave – camera
- 19) W Mill & Liberty Dr – camera
- 20) South Liberty Pkwy & Swann Rd – detection
- 21) Withers Rd & Holt Dr – detection

Hawk signals-Epic School & Liberty Commons

Solar Ped Flashers/ will add more as installed

1) Wales and Hillary 2) Wales & Coventry 3) Claywoods and Claywoods (pool) 4) Mill & Missouri 5) Mill & Water 6) Mill & main 7) Liberty Dr & High Dr 8) Mississippi & Fairview 9) Buckingham @ trail crossing 10) Withers @ Mid-Continent Library x 2

There are 14 MoDot signals in Liberty

Exhibit A

City of Liberty, MO Traffic Signal Locations

Map No.	Traffic Signal Intersections			Detection	
1	104th St	&	N Church Rd	radar	
2	N Lightburne St	&	Shepherd Rd	radar	
3	E Mill St	&	Route H	camera	
4	E Mill St	&	N Lightburne St	camera	
5	E Mill St	&	Gallatin St	radar	
6	E Mill St	&	Liberty Dr	camera	
7	W Kansas St	&	N Ridge Ave	camera	
8	W Kansas St	&	N Clayview Dr	radar	OGL
9	W Kansas St	&	Forrest Ave	radar	OGL
10	W Kansas St	&	Blue Jay Dr	radar	OGL
11	Conistor St	&	W Kansas St	radar	OGL
12	Conistor St	&	Victory Dr	radar	OGL
13	Conistor St	&	Kings Hwy	camera	
14	S Withers Rd	&	Liberty Dr	radar	OGL
15	S Withers Rd	&	S Wales St	radar	
16	S Withers Rd	&	Holt Dr	radar	
17	S Wales St	&	Liberty Dr	radar	
18	South Liberty Pkwy	&	Swan Ave	radar	
19	South Liberty Pkwy	&	N Flintlock Rd	radar	
20	South Liberty Pkwy	&	Hughes Rd	radar	
21	South Liberty Pkwy	&	S Withers Rd	radar	

HAWK Signals

H1	180 Conistor St
H2	650 Conistor St

EXHIBIT A

**Traffic Signal Preventative Maintenance
BI-ANNUAL INSPECTION CHECKLIST**

Date: _____ **Time:** _____
Technician Name: _____ **Location:** _____
Weather: _____

Procedures	Date Completed	Comments and/or Additional Work
Signal Cabinet		
1. Check filter/clean louvers.		
2. Check service connections to the cabinet and measure the voltage at the cabinet site. Inspect the cabinet for any physical damage.		
3. Check cabinet/controller/conflict monitor identification tag.		
4. Check mounting of shelves /DIN rails.		
5. Check ventilation fan(s) and thermostat operation. Verify thermostat setting.		
6. Inspect hinges, locks and door mechanism including door gasket. Lubricate as needed		
7. Secure cabling away from door hinges and latches.		
8. Check and replace light equipment.		
9. Check for signs of insects/rodents and use appropriate traps/baits, if required.		
10. Check integrity of surge protection and GFI outlets.		
11. Verify full operation and flash mode before performing maintenance and upon completion of work.		
12. Check load switch indications. Check relays for burned contacts.		
13. Set date and time using atomic clock for all signal equipment.		
Signal Heads		
14. Inspect the heads/back plates/visors for any physical damage.		
15. Verify all LEDs/ Lamps are working properly. Check signal alignment.		
16. Check if visibility of signal heads is blocked by landscaping. Signal heads should be visible from about 250'		
Detection Systems (Vehicular & Pedestrian)		
17. Check actuations from detection system and ensure that there are no missed or false calls. Re-aim and retune as needed.		
18. Test pedestrian push button operation. Verify that pilot light, if any is operational. For APS units, also check audible and vibrotactile indications.		
19. Inspect loops, cameras and radar for physical damage.		
Traffic Signal Poles and Arms		
20. Inspect the poles and arms for any physical damage or rust/corrosion.		
21. Observe accessible anchor bolts (excl. removal of nut covers, base covers, etc.). Tighten if necessary. Replace any missing covers.		
22. Check for street signage per the City provided as-builts.		
23. Check access panels and replace missing or stripped screws and access panel covers.		
Pull Boxes		
24. Inspect the pull box lid for physical damage/deterioration, settlement and rodent infestation.		
Signs		
25. Verify that all signs are securely mounted and are not bent/damaged.		
Reporting & Documentation		
26. Check maintenance logbook condition and log maintenance activities. Copy of the preventive maintenance activity sheet forwarded to City and logged in as of date and time of inspection.		

Technician Signature: _____

Notes: _____

EXHIBIT A

**Traffic Signal Preventative Maintenance
BI-ANNUAL INSPECTION CHECKLIST**

Date: _____
 Technician Name: _____
 Weather: _____

Time: _____
 Location: _____

Procedures	Date Completed	Comments and/or Additional Work
Signal Cabinet		
1. Remove debris from interior of cabinet & vacuum. Replace filter		
2. Visual inspection of all electrical connections, including ground and tighten as necessary. Measure for voltage between neutral and ground. Check and verify grounding of all signal equipment at the base of the poles and at the cabinet. Check Terminations and connections. Check and tighten cabinet mounting bolts if required. Verify that all plug-in components and attached components are securely mounted to the cabinet/cabinet frame.		
3. Inspect silicone bead around cabinet base and conduit seal, repair if required. Remove graffiti/stickers/posters from the exterior of the cabinet with appropriate cleaning product and wipe, paint if needed.		
4. Check the operation of any advance warning signs and dynamic message signs connected to the cabinet.		
5. For Electro-Mechanical controllers, check dial assembly for wear, dial keys for rough edges, burned/pitted/discolored contacts, key positions, cycle gear size and mesh, dial motor operation. Also, check		
6. For Solid State/Analog/Microprocessor based controllers, check response to detector inputs, LED display, LED indicator lights, battery and stuck inputs or outputs. Wipe dust off as needed. Check controller operation by placing manual calls on the controller. Verify that the signal timing is as per the records.		
Signal Heads		
7. Check signal heads/back plates/visors for damage.		
8. Check functionality of optically limiting heads		
Traffic Signal Poles and Arms		
9. Remove graffiti/stickers/posters from the exterior of the poles with a cleaning product and wipe, paint if needed. Check for obstruction of drain hole at the pole base and any moisture inside the pole.		
Miscellaneous		
10. Visually inspect all overhead equipment.		
11. Clean/polish cameras lens, PTZ camera and signal displays and reaim as needed. Check for proper operation of the PTZ camera at the cabinet.		
12. Check and update firmware for all signal equipment		
13. Check and ensure that all intersection records are present and are up to date.		
14. Check battery for controller and other signal equipment		
15. Retrieve and check logs from signal equipment (including ATMS equipment) for deficiencies/issues.		
16. Check proper operation of all ATMS equipment and connectivity of ATMS equipment at the intersection.		
17. Check the SNR with the City for wireless equipment. If needed, reaim wireless equipment to improve signal strength.		
18. Visual check of signal cable for wear at the entrance to the poles, brackets, signal heads and where it is lashed to span wire. Check integrity of splices in cable at the handhole and check ground rod, clamp and ground wire connections.		
19. Check all mounting hardware for damage. For span wires, check sag, cable lashing, supporting hardware and brackets.		

Technician Signature: _____

Notes: _____

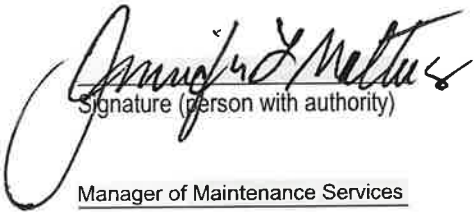
Exhibit B

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now Jennifer Mathes as Mgr. of Maintenance Svcs first being duly sworn, on my oath,
affirm Custom Lighting Services, LLC dba Black & McDonald ("Company") is enrolled and will continue to participate in a federal work
authorization program in respect to employees that will work in connection with the contracted
services related to Traffic Signal Preventive Maintenance & Dispatch Repair of the City of Liberty and
any incidental items associated with this work for the duration of the contract, if awarded, in accordance with
Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services
for the duration of the contract, if awarded. Attached to this affidavit is documentation of the
Company's participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM.
ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS
- 208.009 RSMo.)**

*In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements
made in this filing are subject to the penalties provided under § 575.040 RSMo).*


Signature (person with authority)

Jennifer Mathes
Printed Name

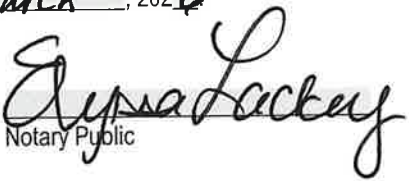
Manager of Maintenance Services
Title

3/26/2024
Date

State of Missouri)
County of Jackson) ss.

Subscribed and sworn to before me this 26 day of March, 2024

My commission expires: 01-19-2030


Notary Public

ELYSSA LACKEY
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Jan. 19, 2030
Commission #21432428

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

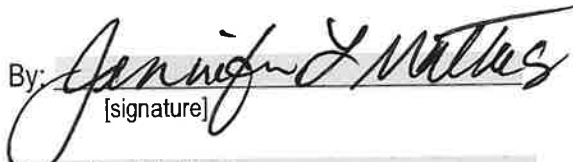
Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

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]

Jennifer Mathes

Print Name

Its: Manager of Maintenance Services

[list title]

Exhibit D: Debarment and Suspension

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

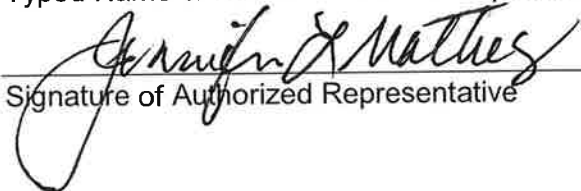
The respondent to this RFP certifies to the best of its knowledge and belief that it and its principals:

- 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.

Jennifer Mathes, Manager of Maintenance Services

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

3/26/2020

Date



Company ID Number: 220530

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Custom Lighting Services, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 220530

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 220530

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 220530

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 220530

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 220530

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee’s Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee’s documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 220530

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 220530

Approved by:

Employer Custom Lighting Services, LLC	
Name (Please Type or Print) Janis Bolfeta	Title
Signature Electronically Signed	Date 06/11/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/11/2009



Company ID Number: 220530

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Custom Lighting Services, LLC
Company Facility Address	6001 E. Front Street Kansas City, MO 64120
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	431779952
North American Industry Classification Systems Code	238
Parent Company	Black and McDonald, Inc.
Number of Employees	100 to 499
Number of Sites Verified for	4 site(s)



Company ID Number: 220530

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

KS	1
MO	1
TX	1
UT	1



Company ID Number: 220530

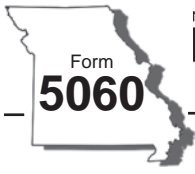
Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Janis Bolfeta
Phone Number	8164108618
Fax	8164832111
Email	ibolfeta@blackandmcdonald.com



Company ID Number: 220530

This list represents the first 20 Program Administrators listed for this company.



MISSOURI DEPARTMENT OF
REVENUE
Project Exemption Certificate

Reset Form

Print Form

This form is to be completed and given to your contractor.

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate <u>City of Liberty, Missouri</u>		Missouri Tax Exemption Number <u>1 2 4 9 0 9 3 8</u>			
	Address <u>101 E. Kansas St.</u>		City <u>Liberty</u>		State <u>MO</u>	ZIP Code <u>64068</u>
	E-mail Address <u>jfindlay@libertymo.gov</u>					
	Project Number <u>26-007</u>		Project Begin Date (MM/DD/YYYY) <u>0 1 / 0 1 / 2 0 2 6</u>		Estimated Project End Date (MM/DD/YYYY) <u>1 2 / 3 1 / 2 0 3 0</u>	
	Description of Project <u>The project consists of performing bi-annual (twice per year) preventative maintenance and dispatch repair work for the City of Liberty's traffic signals for a period of no less than 5 years with an option to renew at the end of the 5-year term. The City currently has twenty-on (21) signalized intersections and two (2) HAWK signals.</u>					
	Project Location <u>Various Locations - City of Liberty, MO</u>				Certificate Expiration Date (MM/DD/YYYY) <u>1 2 / 3 1 / 2 0 3 0</u>	
	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 <u>City Finance Director, Vicki McClure</u>		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 <u>Black & McDonald</u>		Signature of Contractor		Date (MM/DD/YYYY) ____ / ____ / _____	
	Address <u>6900 Executive Dr</u>		City <u>Kansas City</u>		State <u>MO</u>	ZIP Code <u>64120</u>

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.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



Note: Required only for annual purchase orders \$75,000 or more.

MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 024
CLAY COUNTY

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

Original Signed by _____

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$74.08
Boilermaker	\$36.40*
Bricklayer-Stone Mason	\$64.33
Carpenter	\$66.73
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.22
Plasterer	
Communication Technician	\$63.19
Electrician (Inside Wireman)	\$72.26
Electrician Outside Lineman	\$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$36.40*
Glazier	\$59.01
Ironworker	\$72.20
Laborer	\$51.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$57.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.56
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$36.40*
Plumber	\$81.51
Pipe Fitter	
Roofer	\$60.78
Sheet Metal Worker	\$78.40
Sprinkler Fitter	\$70.79
Truck Driver	\$59.41
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.71
General Laborer	
Skilled Laborer	
Operating Engineer	\$54.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$52.62
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

State of Missouri

Division of Professional Registration
Electrical Contractor

VALID THROUGH SEPTEMBER 30, 2026
ORIGINAL CERTIFICATE/LICENSE NO. 2026008744
LANCE BAKER
CUSTOM LIGHTING SERVICES, D.B.A. BLACK & MCDONALD
CUSTOM LIGHTING SERVICES, LLC
6900 EXECUTIVE DRIVE
KANSAS CITY MO 64120
UNITED STATES


LANCE BAKER
CUSTOM LIGHTING SERVICES, D.B.A. BLACK & MCDONALD
CUSTOM LIGHTING SERVICES, LLC
6900 EXECUTIVE DRIVE
KANSAS CITY MO 64120
UNITED STATES

State of Missouri

**Missouri Department of Commerce and Insurance
Division of Professional Registration
Office of Statewide Electrical Contractors
Electrical Contractor**

VALID THROUGH SEPTEMBER 30, 2026
ORIGINAL CERTIFICATE/LICENSE NO. 2026008744

LANCE BAKER
CUSTOM LIGHTING SERVICES, D.B.A. BLACK & MCDONALD
CUSTOM LIGHTING SERVICES, LLC
6900 EXECUTIVE DRIVE
KANSAS CITY MO 64120
UNITED STATES



Brian Barerth
EXECUTIVE DIRECTOR

Sheila Soler
DIVISION DIRECTOR



THIS LICENSE IS NOT TRANSFERABLE
Must be posted in a visible location in the business establishment

The State of Missouri

Occupation License

Nichole Nagrassus
LICENSEE

Black & McDonald
6900 Executive Drive
Kansas City, MO 64120

is hereby issued a license in relation to: **Contractor**
Electrical

License Number: LIC-02-23-0047

Expires: 02/28/2027


Mayor


Deputy City Clerk

03/03/2026

Date Issued



**CITY COUNCIL
ACTION REPORT**

Meeting Date: April 27, 2026
A/R No.: 2026-149

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: Ordinance approving a contract for services with Mid-America Pool Renovation Inc. for the removal of existing surface, surface preparation and complete resurfacing of the Liberty Community Center outdoor fountain pool in an amount not to exceed \$38,900.00

Summary:

- The Liberty Community Center Outdoor Fountain Pool was last resurfaced in 2004.
- The existing surface consists of Diamond Brite at the walk-in entry, with the remainder of the pool finished in white plaster.
- The anticipated lifespan before resurfacing is 7–10 years for traditional plaster and 10–15 years for Diamond Brite.
- Annual routine inspections of the Liberty Community Center Outdoor Fountain Pool have identified surface degradation, indicating that the current plaster finish has surpassed its intended 7–10 lifespan.
- Resurfacing of the Outdoor Fountain Pool was budgeted in the 2026 Parks and Recreation Capital budget.
- A Request for Proposal was issued for removal of existing surface, surface preparation, and complete resurfacing of the Liberty Community Center Outdoor Fountain Pool. To ensure competitive bidding, the RFP was distributed to 2 regional vendors, posted on the City’s website, and advertised via a legal notice in the Courier-Tribune.
- Proposals were received from two vendors, with Mid-America Pool Renovation Inc. submitting the lowest bid.
- Due to the extended lifespan expectancy of the Diamond Brite finish, staff recommends an ordinance approving a contract with Mid-America Pool Renovation Inc. for the removal of existing surface, surface preparation, and complete resurfacing of the Liberty Community Center Outdoor Fountain Pool using Diamond Brite only for an amount not to exceed \$38,900.00.

Background:

The Liberty Community Center Outdoor Fountain Pool was last resurfaced in 2004 and has significantly exceeded its anticipated lifespan, with routine inspections now showing visible surface degradation. To address this, staff recommends contracting with Mid-America Pool Renovation Inc. to completely resurface the pool using a durable Diamond Brite finish for an amount not to exceed \$38,900.00. This project, which includes a seven-year limited warranty, is scheduled to take place after the outdoor swim season concludes on September 8, 2026, with a final completion deadline of October 31, 2026.

Previous Action (if applicable):

Policy/Committee Review:

x Citizen Sales Tax Oversight Committee	Completed/Recommended: 4/9/2026
Public Safety Sales Tax Oversight	Completed/Recommended:

Committee	
Budget Committee	Completed/Recommended:
x Other: Park Board	Completed/Recommended: 4/2/2026

Financial Considerations:

Budgeted:	Line Item: 353-57019-430-000000	Amount: \$38,900.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - Mid-America Pool Renovation Inc. - PK26-25 LCC Outdoor Fountain Pool Replacement
2. Vendor Signed Contract - PK26-25 - LCC - Outdoor Fountain Pool Resurfacing Project 04-13-26

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT FOR SERVICES WITH MID-AMERICA POOL RENOVATION INC. FOR THE REMOVAL OF EXISTING SURFACE, SURFACE PREPARATION AND COMPLETE RESURFACING OF THE LIBERTY COMMUNITY CENTER OUTDOOR FOUNTAIN POOL IN AN AMOUNT NOT TO EXCEED \$38,900.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract for services by and between the City of Liberty and Mid-America Pool Renovation Inc., 5929 E 154th Terrace, Grandview, MO 64030, in an amount not exceed THIRTY EIGHT THOUSAND, NINE HUNDRED DOLLARS AND 00/100 (\$38,900.00) for the removal of existing surface, surface preparation, and complete resurfacing of the Liberty Community Center outdoor fountain pool, 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

Liberty Community Center Outdoor Fountain Pool Resurfacing Project

GUARANTEED PRICING AGREEMENT WITH MID-AMERICA POOL RENOVATION, INC. FOR THE REMOVAL OF EXISTING SURFACE, SURFACE PREPARATION, AND COMPLETE RESURFACING OF THE LIBERTY COMMUNITY CENTER OUTDOOR FOUNTAIN POOL

Agreement made this **27th day of April, 2026**, between Mid-America Pool Renovation, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 5929 E 154th Terrace, Grandview, MO 64030, hereafter referred to as the Contractor, and Mayor, Councilmen, and Citizens of 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 **April 27, 2026** and is effective as of **April 27, 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 **Project PK26-25** and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work

as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II CONTRACT TERM

This agreement is for the removal of existing surface, surface preparation, and complete resurfacing of the Liberty Community Center Outdoor Fountain Pool according to project specifications scope of work in Appendix A. Project may begin September 8, 2026 and be completed no later than October 31, 2026.

The date of substantial completion shall be that date when the work is completed to the extent the City can utilize the work for the use for which it is intended and fulfills the work as described in the contract and applicable attachments and addendums. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in an amount not to exceed \$38,900.00.

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

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the City, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineers' estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

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

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the

Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

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

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

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

ARTICLE V BID BOND

A bid bond or certified check from a surety or bank, acceptable to the City of Liberty, in the amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (30) days after the date of opening of bids.

ARTICLE VI INSURANCE REQUIREMENTS

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

ARTICLE VII 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.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VIII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting

vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

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

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

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

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

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

FORCE MAJEURE

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

ARTICLE IX
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 X
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 XI
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 XII 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 consists 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 XIII
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

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

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

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

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

CONTRACTOR

By: , president
[signature]

Austin Kateusz
Print Name

Its: President

ARTICLE XIV 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 XV
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)
- Debarment and Suspension Form (Appendix C)
- Federal Work Authorization Affidavit (Appendix D)
- Exhibits to this Agreement (enumerated as follows):
 - Contractor's Proposal (Exhibit A) (See Attached)

ARTICLE XVI
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: **Mid-America Pool Renovation, Inc.**

Signature



Signature

By: _____

By: Ausitn Kateusz

Title: _____

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

Attest: _____

Attest: 

Title: _____

Title: Project MGR

Address for giving notices:
City of Liberty, MO - Parks & Rec Department

Address for giving notices:
5929 E 154th Terrace

1600 S. Withers Rd.

Grandview, MO 64030


Liberty, MO 64068


Liberty
Business
License No.: _____

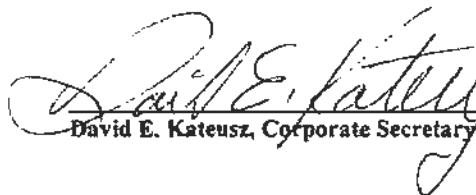
CORPORATE RESOLUTION
of
Mid-America Pool Renovations, Inc.

I, David E. Kateusz hereby certify that I am the Secretary and official custodian of certain records including the charter, By-laws, and the minutes of the meetings of the Board of Directors of, Mid-America Pool Renovations, Inc., a corporation duly organized and existing under the laws of the State of Missouri, (the Corporation) and that the following is a true and accurate company transcript of the resolution contained in the minute book of the Corporation, duly adopted a meeting of the Board of Directors of said Corporation duly held on **1 April 2021** at which meeting there was present a quorum of corporate Officers duly authorized to transact the business hereinafter described, and the proceeding of this said meeting were in accordance with the charter and By-laws of said Corporation:

RESOLVED, that each of the officers of this Corporation named below, have reviewed and agree to approve the stock redemption by the Corporation.


Austin David Kateusz, President & Director Austin Kateusz 4/23/21
Print Name / Date


Allisyn J.G. Kateusz, Director ALLSYN KATEUSZ 23 April, 2021
Print Name / Date


David E. Kateusz, Corporate Secretary & Director David E. Kateusz 25 April 2021
Print Name / Date

Mutual Release and Waiver of Claims

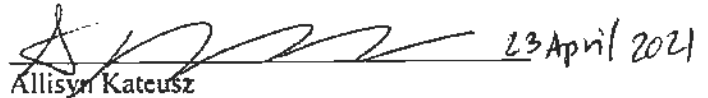
This Mutual Release and Waiver of Claims Agreement is made this 23rd of April, 2021 (the "Effective Date") between David E. Kateusz and Allisyn Kateusz (collectively, the "Sellers"), Mid-America Pool Renovations, Inc. ("Company"), and Austin Kateusz ("Austin").

- 1. By the Sellers.** Effective as of the Effective Date, and in consideration of the Company's redemption of their Company stock pursuant to that certain Stock Redemption Agreement dated 23 April, 2021 executed by and between Sellers and Austin (the "Stock Redemption Agreement"), Sellers, acting for themselves and for their beneficiaries, successors, heirs, assigns, and Affiliates (as defined below), hereby forever release and discharge the Company, Austin, and their respective Affiliates, past and present officers, directors, employees, agents, representatives, shareholders, predecessors, successors, heirs and assigns (collectively, the "Seller-Released Parties") from all claims, rights of action, causes of action, liabilities and demands (collectively, "Losses") of every kind and character whatsoever, known or unknown, developed or undeveloped, which Sellers individually or in any and all other capacities now have or under any circumstances could or might have against any or all of the Seller-Released Parties in connection with, arising out of, or regarding in any way Sellers' acquisition, ownership, or disposition of the Redeemed Shares as defined in the Stock Redemption Agreement, the conduct of the Company's business, Sellers' employment with the Company, any Seller-Released Party's actions or failures to act in a fiduciary capacity on behalf of the Company, or any other dealings between Sellers and the Seller-Released Parties at any time through and including the Closing Date.
- 2. By the Company and Austin.** As of the Effective Date, and in consideration of the Sellers' redemption of their Company stock to the Company, the Company, and Austin acting for themselves and for their beneficiaries, successors, heirs, assigns, and Affiliates, hereby forever release and discharge Sellers, their Affiliates, and their past and present officers, directors, employees, agents, representatives, shareholders, predecessors, successors, heirs and assigns (collectively, the "Company-Released Parties") from all Losses of every kind and character whatsoever, known or unknown, developed or undeveloped, which the Company or Austin individually or in any and all other capacities now has or under any circumstances could or might have against any or all of the Company-Released Parties in connection with, arising out of, or regarding in any way the Company's or Austin's acquisition, ownership, or disposition of the Redeemed Shares or Austin's shares of Common Stock, the conduct of the Company's business, any Company-Released Party's actions or failures to act in a fiduciary capacity on behalf of the Company, or any other dealings between Sellers, the Company, or Austin at any time through and including the Closing Date.

3. **Affiliate.** The term "Affiliate" means, with respect to any person, any third party controlling, controlled by, or under common control with such person, with "control" meaning the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.
4. **Entire Agreement and Modification.** This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by all the parties.
5. **Governing Law.** This Agreement shall be governed by the laws of the State of Missouri applicable to agreements made and to be entirely performed therein, without regard to conflicts of laws principles.
6. **Dispute Resolution.** Any controversy or claim arising out of or related to this Agreement or its alleged breach which cannot be resolved by mutual agreement shall be settled by binding Arbitration in accordance with the laws of Missouri in effect on the date of this Agreement, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Should arbitration or litigation be necessary to enforce the terms of this Agreement, Allisyn Kateusz, David Kateusz, Austin Kateusz, and the Company agree that the prevailing party shall recover in addition to any other amounts awarded by an arbitrator, all reasonable attorney's fees incurred in the arbitration and any court proceeding to enforce the terms of an arbitration award under this Provision.

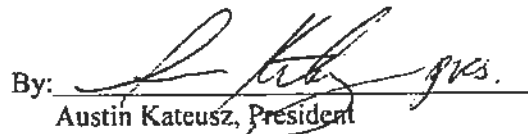
In witness whereof, the parties have caused this Mutual Release and Waiver of Claims to be executed on the date first set forth above.


 David E. Kateusz


 Allisyn Kateusz


 Austin Kateusz

Mid-America Pool Renovations, Inc.

By: 
 Austin Kateusz, President

Appendix A
Scope of Work and Special Provisions
PK26-25 Liberty Community Center Outdoor Fountain Pool Resurfacing Project

Project includes the removal of existing surface, surface preparation, and complete resurfacing of the Liberty Community Center Outdoor Fountain Pool according to project specifications. The new surface shall consist of Diamond Brite at the walk-in entry, with the remainder of the pool finished in Diamond Brite. Project additionally includes the removal of existing and replacement of 6" tile and any depth makers accordingly at the water surface level of the pool and skimmers.

Scope of Work

- **Clean, environmentally safe 40,000 psi Ultra High-Pressure Water Jetting to remove loose, hollow, or deteriorated sub-surface materials in order to ensure the best possible mechanical bond.**
- **Cutting and removing the existing plaster down at least 2" away from the waterline tiling, inlets, lights, and other fixtures to achieve a flush finish with the new surface.**
- **High-pressure water blasting (3,500 psi) to completely clean the prepared surface.**
- **New surfacing of walk-in entry shall be Diamond Brite, applied per the manufacturer's specifications in a matching color. Remainder of the pool shall be Diamond Brite, applied per the manufacturer's specifications in a matching color. (Alternate 1)**
- **Replace current tile with 2" tiles and any depth markers accordingly at the water surface level of the pool and skimmers. (Alternate 2)**
- **All labor, materials, and any clean-up associated with the re-surfacing work.**

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 or authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The City will designate an authorized representative in writing. Both the City and the Contractor must approve any changes to the contract in writing.

B. *Contract Award*

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

C. *Contract Type*

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

D. *Changes.*

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

E. *Insurance*

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

1. Comprehensive General Liability:
 - Minimum Limits - \$2,000,000 per occurrence and \$3,370,137 aggregate
2. Comprehensive Automobile Liability:
 - Minimum \$3,370,137 combined single limit for bodily injury and property damage per occurrence
3. Workers' Compensation:
 - Missouri Statutory Requirement. Must show proof of workers' compensation coverage for any person performing work for the City.
4. Employers' Liability:
 - \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit

F. Exemption from Taxes

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

G. Employment Discrimination by Contractors Prohibited/Wages/ Information

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

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

H. Invoicing and Payment

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

I. Cancellation

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

J. Contractual Disputes

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

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

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

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

K. Severability

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

L. Applicable Laws

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

M. Drug/Crime Free Work Place

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

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes)
3. Any crimes committed while on City property.

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

N. *Inspection*

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

O. *No Escalation of Fees*

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

P. *Permits*

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

Q. *Release of Information*

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

R. *Nondisclosure.*

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

Appendix C: 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.

Austin Kateusz - President

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

4/13/26

Date

Appendix D

Federal Work Authorization Affidavit

STATE OF MISSOURI
COUNTY OF Cass

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

1. My name is Austin Kateusz and I am currently the President (Title) of Mid-America Pool Renovation, Inc. hereinafter "Contractor", whose business address is 5929 E 154th Terr Grandview, MO 64030, 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 PK26-25, Liberty Community Center Outdoor Fountain Pool Resurfacing Project.**

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.

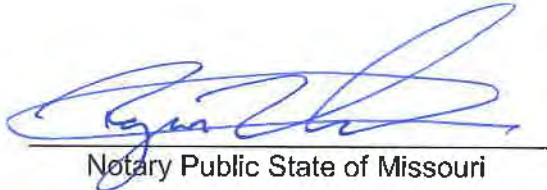
Further, Affiant saith not.


 (SIGNATURE)

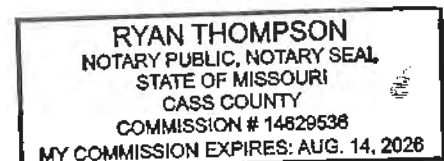
Austin Kateusz

[printed name], Affiant

Subscribed and sworn to before me this 17th day of April, 2026


 Notary Public State of Missouri

My Commission Expires: 08/14/2026
 Commissioned in Cass County
 Commission #: 14629536



PLEASE NOTE:

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

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



Company ID Number: 426907



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and MID-AMERICA POOL RENOVATION, INC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 426907

Approved by:

Employer MID-AMERICA POOL RENOVATION, INC	
Name (Please Type or Print) ALLISYN KATEUSZ	Title
Signature Electronically Signed	Date 06/27/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/27/2011



Company ID Number: 426907

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	MID-AMERICA POOL RENOVATION, INC
Company Facility Address	5929 E 154TH TERR GRANDVIEW, MO 64030
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	431752819
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

APPENDIX A
Scope of Work and Special Provisions
Liberty Community Center Outdoor Fountain Pool Resurfacing Project.

Scope of Work

- **Clean, environmentally safe 40,000 psi Ultra High-Pressure Water Jetting to remove loose, hollow, or deteriorated sub-surface materials in order to ensure the best possible mechanical bond.**
- **Cutting and removing the existing plaster down at least 2" away from the waterline tiling, inlets, lights, and other fixtures to achieve a flush finish with the new surface.**
- **High-pressure water blasting (3,500 psi) to completely clean the prepared surface.**
- **New surfacing of walk-in entry shall be Diamond Brite or equal, applied per the manufacturer's specifications in a matching color. Remainder of the pool shall be Diamond Brite or white plaster, applied per the manufacturer's specifications in a matching color.**
- **Replace 6" tile and any depth markers accordingly at the water surface level of the pool and skimmers.**
- **All labor, materials, and any clean-up associated with the re-surfacing work.**

BASE BID PROJECT COST (Project includes the removal of existing surface, surface preparation, and complete resurfacing of the Liberty Community Center Outdoor Fountain Pool according to project specifications. The new surface shall consist of Diamond Brite at the walk-in entry, with the remainder of the pool finished in white plaster.)

\$ 23,000.00

*Replacement of the caulk around the coping included in Base Bid cost at no additional charge to the City of Liberty.

ALTERNATE No. 1 BID PROJECT COST (Project includes the removal of existing surface, surface preparation, and complete resurfacing of the Liberty Community Center Outdoor Fountain Pool according to project specifications. The new surface shall consist of Diamond Brite at the walk-in entry, with the remainder of the pool finished in Diamond Brite.)

\$ 28,500.00

*Replacement of the caulk around the coping included in ALT 1 cost at no additional cost to the City of Liberty

ALTERNATE No. 2 BID PROJECT COST (Project includes the removal of existing and replacement of 6" tile and any depth makers accordingly at the water surface level of the pool and skimmers according to project specifications.)

\$10,400.00

*Alt 2 cost includes the choice of 1x1", 2x2", or 6x6" Tiles

PLEASE PROVIDE YOUR PROJECT SCHEDULE AND COMPLETION DATE (NOTE: PROJECT MAY BEGIN SEPTEMBER 14, 2026 AND BE COMPLETED NO LATER THAN OCTOBER 31, 2026): Please see Milestone Schedule

PLEASE LIST THE WARRANTY: A sample copy of the 7-Year Warranty is attached to this bid.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: April 27, 2026
A/R No.: 2026-174

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: Ordinance approving an agreement with Quality Plumbing, Inc. for the City of Liberty Animal Shelter new floor drains and trench drains (Project #26-013) in an amount not to exceed \$119,624.09

Summary:

- The Liberty Animal Shelter was built in 2019 and contains thirty-two existing adoption stalls with floor drains in need of repair.
- City staff solicited recommendations and quotes from contractors to repair the floor drains in the adoption stalls and install some additional trench drains.
- Quality Plumbing provided that best quote for the repair of thirty-two existing adoption stall floor drains and installation of three new trench drains in the animal shelter to fix drainage issues when cleaning the stalls.
- Ordinance approving a contract between Quality Plumbing, Inc. for the City of Liberty Animal Shelter new floor drains and trench drains project in an amount not to exceed \$119,624.09.

Background:

The Liberty Animal Shelter was built in 2019 and contains thirty-two existing adoption stalls with floor drains in need of repair. City staff solicited proposals from three contractors to repair the floor drains in the adoption stalls and install some additional trench drains to help with cleaning messes in the hallways. Two contractors responded, Quality Plumbing and The Wilson Group.

Quality Plumbing, Inc. provided the best proposal for the repair of thirty-two existing adoption stall floor drains and installation of three new hallway trench drains in the animal shelter to address the issues. The work will be conducted after August 2026 during off-peak periods and phased out to allow for the animal shelter to remain in operation during the project. The cost of the work is \$119,624.09 and will be paid for from our Limited Capital Fund.

City staff recommends approving an agreement with Quality Plumbing, Inc. for the City of Liberty Animal Shelter new floor drains and trench drains (Project #26-013) in an amount not to exceed \$119,624.09.

Previous Action (if applicable):

N/A

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: April 22, 2026
	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:
x Non-Budgeted	Line Item: 350-70001-165-00000	Amount: \$ 119,624.09
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - Approve Contract Quality Plumbing Animal Shelter
2. Contract - Quality Plumbing Animal Shelter

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT WITH QUALITY PLUMBING, INC. FOR THE CITY OF LIBERTY ANIMAL SHELTER NEW FLOOR DRAINS AND TRENCH DRAINS (PROJECT #26-013) IN AN AMOUNT NOT TO EXCEED \$119,624.09

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an agreement by and between the City of Liberty and Quality Plumbing, Inc. for City of Liberty Animal Shelter new floor drains and trench drains (Project #26-013) in an amount not to exceed ONE HUNDRED NINETEEN THOUSAND SIX HUNDRED TWENTY-FOUR AND 09/100 DOLLARS (\$119,624.09), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

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

MAYOR, Greg Canuteson

ATTEST:

DEPUTY CITY CLERK

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

MAYOR, Greg Canuteson

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 **Quality Plumbing, INC.**, located at **1731 Howell, North Kansas City, MO 64116** 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: **Liberty Animal Shelter - Installation of New Floor Drains and Trench Drains (City Project #26-013)**

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Agreement and attached **City of Liberty General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

a sum not to exceed \$119,624.09.

or (if above box is not checked):

such amount as is set forth on an attached **Exhibit A** that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows: **As negotiated via approved change order.**

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 **\$250.00** 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:  _____
Title: Business Development Manager

By: _____
Greg Canuteson, Mayor

DATED: April 15th, 2026

DATED: _____

ATTEST: _____

**CITY OF LIBERTY
CONTRACTING SERVICES AGREEMENT
GENERAL CONDITIONS**

1. Independent Contractor.

The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

2. Compliance with Laws.

The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.

OSHA

If applicable to any Work undertaken as part of this Contract, Consultant and any subcontractor shall require all on-site employees to complete the ten-hour training program required under § 292.675.2 RSMo. such employees must hold documentation of prior completion of the program and shall be subject to such penalties as provided in § 292.675.4 RSMo.

Prevailing Wage

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
Campione Interior Solutions	103 W. 26th Ave, Ste. 100 North Kansas City, MO 64116	Flooring/Epoxy
Pact Construction	1280 NE Delta School Road Lee's Summit, MO 64064	Preparation/Clean Up

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. Prevailing Wage Requirements
- e. Payment Bond
- f. American Product Requirements
- g. Tax Exemption Certificate
- h. Technical Specifications
- i. Debarment and Suspension Form

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



Quality Plumbing, INC.
1731 Howell
North Kansas City, MO 64116
(816) 472-4994

BILL TO

City of Liberty
101 East Kansas Street
Liberty, MO 64068 USA

ESTIMATE	ESTIMATE DATE
138380971	Sep 08, 2025

JOB ADDRESS

Liberty Animal Shelter
2801 Riverview Road
Liberty, MO 64068 USA

Job:

ESTIMATE DETAILS

Installation Of New Floor Drains And Trench Drains (Plumbing Estimate):

❖ On-site Issues:

- Customer is experiencing issues with removal of the current Sioux Chief floor drain due to set screws.
- The customer also has water build-up when washing out the stalls.

❖ Thank you for the opportunity to provide a proposal. Based on conversations, on-site visits, and our understanding of the project, we have developed the following scope of work. We propose to furnish the necessary equipment, materials, tools, and labor to accomplish the work listed below.

❖ The Proposal Includes the Following (Processing Phase 1):

- Procure orders and take delivery of all materials necessary for the scope of work.
- Coordinate with personnel and provide a job plan with all safety concerns accounted for.
- We will start in the processing area first.
- Mobilize for assigned work.
- Lay out the work area for the concrete floor scanning and cutting.
- Prep work area properly with floor and wall protection as needed.
- We would begin by coring 12- 8" diameter cores around each existing floor drain in each stall.
- We would follow up by saw cutting the new trench by the back door for the installation of a 36" trench drain.
- Once the removal of the concrete is complete, excavate down by hand to expose the existing underground buildings drain piping.
- We will install a new wye connection into the existing building drain along with a new AAV that will extend up the wall for venting the new trench drain.
- Furnish and install a new 6" wide by 36" long trench drain parallel with the back door.
- Back fill the trench with 3/4" clean stone.
- Move on to the existing floor drains and begin the removal of the concrete around them and the floor drains body.
- We will install new MiFab hinged cover floor drains to current riser piece using a mechanical clamp.
- Once the installation is completed, we will pour back specific concrete required by the flooring team (please see below in the flooring section estimate for further information).
- Once area is poured back and cured, the flooring team would come behind and install epoxy back.
- Once the epoxy is cured, we would test out, verify proper operation, and inspect for leaks.

Exhibit A

- Clean up the work area and all related construction debris.
- Coordinate a post-construction meeting with personnel to accept completed work as proposed.

❖ The Proposal Includes the Following (Adoption Phase 2):

- Procure orders and take delivery of all materials necessary for the scope of work.
- Coordinate with personnel and provide a job plan with all safety concerns accounted for.
- We will start in the processing area first.
- Mobilize for assigned work.
- Lay out the work area for the concrete floor scanning and cutting.
- Prep work area properly with floor and wall protection as needed.
- We would begin by coring 10- 8" diameter cores around each existing floor drain in each stall.
- We would follow up by saw cutting the new trench by the back door for the installation of a 6" x 72" trench drain.
- Once the removal of the concrete is complete, excavate down by hand to expose the existing underground buildings drain piping.
- We will install a new wye connection into the existing building drain along with a new AAV that will extend up the wall for venting the new trench drain.
- Furnish and install a new 6" wide by 72" long trench drain parallel with CMU wall that separates the back of stalls.
- Back fill the trench with 3/4" clean stone.
- Move on to the existing floor drains and begin the removal of the concrete around them and the floor drains body.
- We will install new MiFab hinged cover floor drains to current riser piece using a mechanical clamp.
- Once the installation is completed, we will pour back specific concrete required by the flooring team (please see below in the flooring section estimate for further information).
- Once area is poured back and cured, the flooring team would come behind and install epoxy back.
- Once the epoxy is cured, we would test out, verify proper operation, and inspect for leaks.
- Clean up the work area and all related construction debris.
- Coordinate a post-construction meeting with personnel to accept completed work as proposed.

❖ The Proposal Includes the Following (Adoption Phase 3):

- Procure orders and take delivery of all materials necessary for the scope of work.
- Coordinate with personnel and provide a job plan with all safety concerns accounted for.
- We will start in the processing area first.
- Mobilize for assigned work.
- Lay out the work area for the concrete floor scanning and cutting.
- Prep work area properly with floor and wall protection as needed.
- We would begin by coring 10- 8" diameter cores around each existing floor drain in each stall.
- We would follow up by saw cutting the new trench by the back door for the installation of a 6" x 72" trench drain.
- Once the removal of the concrete is complete, excavate down by hand to expose the existing underground buildings drain piping.
- We will install a new wye connection into the existing building drain along with a new AAV that will extend up the wall for venting the new trench drain.
- Furnish and install a new 6" wide by 72" long trench drain parallel with CMU wall that separates the back of stalls.
- Back fill the trench with 3/4" clean stone.
- Move on to the existing floor drains and begin the removal of the concrete around them and the floor drains body.
- We will install new MiFab hinged cover floor drains to current riser piece using a mechanical clamp.
- Once the installation is completed, we will pour back specific concrete required by the flooring team (please see below in the flooring section estimate for further information).
- Once area is poured back and cured, the flooring team would come behind and install epoxy back.
- Once the epoxy is cured, we would test out, verify proper operation, and inspect for leaks.
- Clean up the work area and all related construction debris.
- Coordinate a post-construction meeting with personnel to accept completed work as proposed.

❖ Scope of Work Options for Flooring Team Phase 1, 2, & 3

- ❖ Phase 1 (12 Kennels & 1 Trench Drain)
 - Epoxy- Flake system at existing dog kennels

Exhibit A

- Includes integral cove base to 1st grout joint of CMU block (Aprox. 8")
- Includes light sand/ grind of existing epoxy to rough up surface for new material bond.
- Epoxy- Solid color accent at new trench drain location.

❖ Phase 2 (10 Kennels)

- Epoxy-Flake system at existing dog kennels.
- Includes integral cove base to 1st grout joint of CMU block (Aprox. 8")
- Includes light sand/ grind of existing epoxy to rough up surface for new material bond.

❖ Phase 3 (10 Kennels & 2 Trench Drains)

- Epoxy- Flake system at existing dog kennels
- Includes integral cove base to 1st grout joint of CMU block (Aprox. 8")
- Includes light sand/ grind of existing epoxy to rough up surface for new material bond.
- Epoxy- Solid color accent at new trench drain location.

❖ Flooring Team Exclusions Phases 1, 2, & 3

- Work outside of areas described above and shown on attached plan.
- Additional labor and/or material for special shapes, logos, etc.
- Carpet/Resilient flooring.
- Ceramic/Porcelain tile.
- Resilient base.
- Adhesion warranty due to the use of concrete admixtures that don't allow for manufacturer's recommended tests.
- Insurance required in excess of that maintained suitable to the scope of work (in attachment)
- Evidentiary certificate of insurance.
- Expansion joint assemblies.
- Demolition or removal of existing finishes, adhesives, or treatments.
- Concrete sealer.
- Caulking, floor leveling, grinding, leveler strips.
- Maintenance of required environmental conditions, i.e. moisture, humidity, etc. levels.
- Patch of existing slabs and walls or related finishes.
- Removal of/or modification to existing substrates, i.e. adhesives, curing compounds, underlayments etc.
- Moisture remediation, Asbestos abatement.
- Floor patching beyond incidental, i.e. in excess of 1/8" saw joints, cracks, chips.
- Protection of in-progress or in-place flooring from damage by others.
- Work outside of Monday-Friday 7:00am to 3:30pm.

❖ Customer Responsibilities (Flooring Team):

- Provide sufficient 110V power sources.
- Ensure clear access to the work area, with the space swept and dry.
- Supply permanent lighting or adequate temporary lighting.
- Keep a temperature-controlled environment with a minimum temperature of 65°F.
- Provide an on-site dumpster or adequate trash receptacle.
- Designate an interior area for material storage and mixing.

❖ This Scope of Work (SOW) outlines the services for constructing airtight containments, performing specialized cleaning, and deconstructing containments at the Liberty Animal Control & Shelter. The project is designed to ensure a safe, contained environment for cleaning operations, minimizing airborne contaminants while complying with industry standards for air quality and hygiene. The work will be executed in three phases to minimize disruption to shelter operations.

❖ Cleaning And Containment Scope of Work

The following services will be performed by PACT Construction and Restoration Services, utilizing certified technicians and equipment to maintain containment integrity and achieve thorough cleaning:

2.1 Containment Construction

- Erect airtight containments around dog kennel banks and water runoff troughs using clear 6-mil polyethylene sheeting.

Exhibit A

- Install double zipper door flaps at each kennel entrance to facilitate safe access while preserving containment.
- Ensure all seams are sealed with durable tape to prevent air leakage.

2.2 Negative Air Pressure and Filtration

- Install and operate HEPA air filtration devices within the containments to maintain negative air pressure.
- Monitor airflow to ensure continuous evacuation of potential airborne particles throughout the cleaning process.

2.3 Cleaning Procedures

- Clean all surfaces, including floors, concrete masonry unit (CMU) walls, and steel kennels, using HEPA-rated vacuums for dry debris removal followed by wet wiping for residual contaminants.
- Employ EPA-approved disinfectants and cleaning agents suitable for animal environments to ensure hygiene and safety.

2.4 Containment Deconstruction

- Carefully deconstruct and remove all containment materials, ensuring proper disposal of sheeting and tape in accordance with local regulations.
- Perform a final visual and air quality check to confirm the space is ready for use.

Project Phases and Timeline

The project will be divided into three phases to align with operational constraints at the shelter. Each phase will be sequenced as follows:

- Phase 1: Containment construction on [Date 1, e.g., Day 1]; Cleaning and deconstruction on [Date 3, e.g., Day 3].
- Phase 2: Containment construction on [Date 4, e.g., Day 4]; Cleaning and deconstruction on [Date 6, e.g., Day 6].
- Phase 3: Containment construction on [Date 7, e.g., Day 7]; Cleaning and deconstruction on [Date 9, e.g., Day 9].

Note: Containment construction will occur one day prior to coring in each phase. Cleaning and deconstruction will follow the day after coring is completed, ensuring minimal downtime.

❖ Safety and Compliance

All work will adhere to OSHA and IICRC standards, including the use of personal protective equipment (PPE) for personnel and measures to protect shelter animals and staff from airborne particulates. HEPA filtration will maintain negative pressure to contain contaminants, and all waste will be disposed of per local regulations.

5. Assumptions and Exclusions

- This SOW assumes access to the site during specified phases and no unforeseen delays from weather or site conditions.
- Exclusions: Coring services, animal relocation, or extended containment beyond the outlined timeline.

6. Next Steps

Upon approval, we will finalize the phase dates and mobilize resources. Please contact me to discuss or confirm details.

❖ Our Proposal Excludes the Following (Plumbing):

- Any additional costs for the Permit/License required will be added to the final job costs.
- Any permits and fees.
- Any underground or under-slab utilities.
- Any issues with utilities in the way changing the SOW will result in additional charges.
- Any tile wall repairs or replacement.
- Any Sheetrock repairs or replacement.
- Any flooring repairs or replacement.
- Any paint repairs.
- Any issues with existing water distribution, waste, or vent piping outside the scope of work.
- Any issues with the isolation valves operating properly and impeding the water shutdown process.
- Any debris-related issues in the water distribution system affecting the existing fixtures, from shutting down water to restoring it.
- Any unforeseen problems or issues outside the scope of work described above. Any findings will be brought to your immediate attention.

❖ Clarifications (Plumbing):

- The owner is responsible for removing or covering any belongings in the work area before Quality Plumbing mobilizes.

Exhibit A

- If there are repairs needed outside of this scope of work, additional work will be communicated, and if approved, we will document and bill it as time and material in addition to the quoted job.
- All work is to be done during normal business hours.
- This will be a multiple day project as the coordination and curing of the job will need to take place.

❖Thank you for the opportunity to provide this proposal. Due to material price increases, the above is good for 14 days. Work must be conducted continuously, Monday through Friday, during normal business hours (8:00 am to 4:30 pm).

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Plumbing Material	1.00	\$18,156.00	\$18,156.00
2	Concrete Coring, Saw, And Haul	1.00	\$11,110.00	\$11,110.00
3	Concrete Floor Scanning	1.00	\$2,900.00	\$2,900.00
4	Epoxy Flooring	1.00	\$44,733.00	\$44,733.00
5	Cleaning And Dust Midigation	1.00	\$15,176.09	\$15,176.09

LABOR CHARGE

1	Plumbing Labor			\$27,549.00
			SUB-TOTAL	\$119,624.09
			TOTAL	\$119,624.09

CUSTOMER AUTHORIZATION

Quality Plumbing Inc. Standard Terms and Conditions

1. Pricing

The bid price is a fixed price unless otherwise specified.

For time and material projects, the pay rate will be spelled out clearly in the bid.

2. Payment

Quality Plumbing Inc. will submit progress invoices for work completed as outlined in the proposal or bid request.

You agree to pay all invoices within 30 days of receiving them.

Final payment is due upon [Completion for residential cusomters or Net 30 days for commercial customers] of the project and your satisfaction with the completed work.

Late payments will accrue interest at a rate of 1.5% per month until the total unpaid amount is paid in full. You are also responsible for any collection fees incurred by Quality Plumbing Inc. in the process of collecting past due balances.

3. Termination

Quality Plumbing Inc. may terminate this agreement for convenience and without cause upon written notice to you. Upon receipt of such notice, Quality Plumbing Inc. will:

Stop work.

Take actions necessary to protect and preserve the completed work.

Terminate all existing subcontracts and purchase orders related to the project.

In case of such termination for convenience, you will be responsible for payment for work performed up to the time of termination.

4. Timing of Work

Quality Plumbing Inc. will use commercially reasonable efforts to complete the project on schedule.

Should Quality Plumbing Inc. be delayed by any act or omission by you, your agents, representatives, or employees, or by any other cause beyond Quality Plumbing Inc.'s control (and if the cause is not due to any act or omission of Quality

Exhibit A

Plumbing Inc. or its subcontractors and/or material suppliers), Quality Plumbing Inc. may request a reasonable extension of time for completion of the work. You will also be responsible for any additional costs incurred by Quality Plumbing Inc. as a result of such delays.

5. Change Orders and Extra Work

Any changes to the scope of work or drawings and specifications involving extra costs will require a written change order signed by both you and Quality Plumbing Inc. and become an additional charge.

Each change order should detail:

The change in the work

The amount of adjustment (if any) in the total cost

The extent of adjustment (if any) in the project completion time

6. Claims & Dispute Resolution

Any claims arising from this agreement, except those waived, will be subject to [Arbitration/Mediation] before legal action is taken by either party.

We will attempt to resolve claims through [Arbitration/Mediation] first, in accordance with the Construction Industry [Arbitration/Mediation] Rules of a mutually agreed-upon organization.

Requests for [Arbitration/Mediation] must be filed in writing with both Quality Plumbing Inc. and yourself.

The [Arbitration/Mediation] will be held in a mutually agreed-upon location.

Agreements reached in [Arbitration/Mediation] will be enforceable as settlement agreements in any court having jurisdiction.

7. Warranty

Quality Plumbing Inc. warrants that all materials and workmanship provided will be free from noticeable defects and performed in accordance with industry standards for a period of 1 years from the date of completion.

If the work is not free from defects or does not meet industry standards, Quality Plumbing Inc. will, at its option, repair the work or refund the purchase price for the nonconforming work, provided you have given timely written notice of the nonconformity and have given Quality Plumbing Inc. the opportunity to investigate the defect claims. Quality Plumbing Inc. is not liable for damage, shortages, or other alleged damage before delivery of the work to you.

This warranty does not apply to work that has been mishandled, misused, neglected, altered, or repaired by you or other parties not retained by Quality Plumbing Inc.

EXCEPT FOR THE FOREGOING WARRANTY, THERE ARE NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESSED OR IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PROVIDED BY QUALITY PLUMBING INC. FOR THE WORK.

8. Limitation of Liability

IN THE EVENT OF QUALITY PLUMBING INC.'S LIABILITY ARISING FROM CLAIMS RELATING TO THE WORK... (continued in section 9)

9. Additional Terms

Indemnification: You agree to indemnify, defend, and hold harmless Quality Plumbing Inc. and its officers, agents, assigns, and/or employees from any claims, damages, losses, and expenses arising from the work performed by Quality Plumbing Inc. under this agreement, provided such claim is attributable to property damage, bodily injury, or damage to the work itself.

Waiver of Consequential and Incidental Damages: You waive any claims against Quality Plumbing Inc. for consequential and incidental damages arising from the work performed under this agreement.

Applicable Law: The agreement, and terms and conditions contained herein, shall be governed by Missouri law. Any and all claims, and disputes, lawsuits and/or actions to enforce the rights, obligations and responsibilities of the parties under this contract or any other claims, disputes, lawsuits, and/or actions to enforce the rights, obligations and responsibilities of the parties on this project must be brought in the Circuit Court of Clay County, Missouri and/or the United States District Court for the Western District of Missouri.

Sign here

Date

VAPOR BARRIER EPOXY **FC**



TECHNICAL DATA SHEET



VAPOR BARRIER EPOXY **FC** is a Rapid-Dry moisture mitigation primer used as a base coat for Seamless Flake broadcast resinous flooring applications. Available in clear or pigmented form, Vapor Barrier **FC** is designed to effectively reduce moisture vapor emission levels of up to 95% RH or 15.0lbs./1000sq. ft./24hours. It has been formulated for rapid return to service and dries within 2-3 hours following application.

USES:

- Primer for Damp Concrete
- Low-Odor Applications
- Green (new) Concrete
- Flake broadcast primer
- Resinous Flooring Primer

ADVANTAGES:

- **BPA-Free**
- Resistant to High PH
- Low Odor , 0-VOC
- Fast 2-3 hour dry time
- Accepts Broadcast Flakes

MIX RATIO:

Clear & Pigmented:

- 2 Parts A to .75 Part B by Volume

PACKAGING & SHELF-LIFE

Epoxy Vapor Barrier is available in the following Units:

- 3-gallon Kits (2-gallons part-A in 3.5-gallon pail + .75-gallon part-B)

SUGGESTED APPLICATION:

Suitable Substrate(s):

- Concrete: Apply at 12 mil thickness to properly profiled concrete. Please see page 2 for detailed application instructions
- Not Intended as a primer for smooth, solid color systems

ANCILLARY PRODUCTS:

Vapor Barrier Epoxy may be used as a primer / base coat in conjunction with any other Resinwerks resinous coating product(s).

MATERIAL COVERAGE:

Concrete should be moisture tested prior to application. Resinwerks recommends ASTM F2170-19 standard for determining relative humidity in concrete slabs using RH probes. In general Resinwerks recommends an overall material coverage rate of **12 mils or 130 SF/Gallon.**

Please Note: Due to variation in surface profile, specifiers are encouraged to increase thickness to 100 SF per gallon to accommodate for lack of substrate uniformity. Please consult Resinwerks directly for additional information or to discuss suggested coverages for your project.

GENERAL PRODUCT INFORMATION

- Colors:** Clear & pigmented std colors
- Solids Volume:** 100%
- H2O Tolerance:** 15.0 lbs/1000 SF/24 hrs. , 95% RH
- V.O.C.:** 0 grams per liter
- Pot-life:** 20 Minutes @ 70° F
- Cure Schedule:** 70° F @ 50% humidity.
 - To touch: 1-2 hours
 - To re-coat: 2-3 Hours Minimum
24 Hours Maximum
 - Foot Traffic: 2-3 Hours
 - Heavy Traffic: 10-12 Hours
- Reducer:** Not recommended
- Application Temp:** 60°F(15.6°C) - 90°F(32.2°C)
- Environment:** For Interior Use Only
- Shelf Life:** 24-months factory sealed

GENERAL PRODUCT PERFORMANCE

TEST TYPE	TEST METHOD	RESULT
Compressive Strength	ASTMC 695	6,000 PSI
Water Absorption	ASTMD570	< .1%
Impact Resistance	ASTMD 2794	> 160
Adhesion/Pull-Off	ASTMD-4541	+500 PSI concrete fracture
Elongation / Tensile Strength	ASTM D638	2500 psi
Flexibility 1/4" cylindrical mandrel	ASTMD 522	Pass
Hardness / Shore D	ASTMD 2240	70

Exhibit A

VAPOR BARRIER EPOXY **FC**



DATA SHEET

SURFACE PREPARATION

Ensure substrate to be coated is clean, dry, and in sound condition. All laitance, curing compounds, concrete hardeners, and other surface contaminants must be removed. Prepare concrete in accordance with ASTM D 4259-83. Mechanical Shot Blasting is recommended to achieve a surface profile of ICRI CSP 3. Surface to be coated must be completely porous and free of excessive dust & contaminants.

MOISTURE IN CONCRETE

Concrete slabs should be tested prior to application for elevated moisture vapor emission levels. Resinwerks recommends ASTM F2170-19 standard for determining relative humidity in concrete slabs using RH probes. Moisture level results will determine recommended mil thickness for application. For more information, please contact your Resinwerks technical representative.

DE-GREASING OF CONTAMINATED SUBSTRATES

For concrete substrates containing oil, animal fats, or other carbon based contaminants, slabs should be de-greased appropriately using an enzymatic based concrete de-greasing agent. Multiple applications may be required depending on the level of contamination. For more information, please contact your Resinwerks technical representative.

TREATMENT OF JOINTS & CRACKS

Prior to installation of any Resinwerks primer, all joints, cracks and other substrate irregularities must be addressed. For more information on specific joint treatment procedures, please contact your Resinwerks technical services representative.

MIXING INSTRUCTIONS

- ▶ **ALWAYS MIX IN METAL BUCKETS**
- ▶ Prior to mixing, all products should be properly acclimated to the local ambient room temperature of 60°F(15.6°C) - 90°F(32.2°C). Thoroughly agitate part A prior to mixing. Mix 2-parts A to .75-Part B by volume for two minutes using a slow speed jiffy mixer. It is not recommended to mix less than half a kit at a time.

MIX RATIO: Vapor Barrier Epoxy FC		
SIZE	PART A	PART B
Full Kit (2.75-Gals)	2-Gals	.75-Gals
Half Kit (1.375-gals)	1-Gal	.375-Gals

APPLICATION INSTRUCTIONS

- ▶ Material Cures Fast! Immediately following mixing, pour onto substrate in a uniform ribbon and spread evenly with a notched squeegee depending on desired thickness. Immediately back-roll with 3/8" (9 mm) nap non-shedding roller to help ensure full coverage and uniform thickness. Use a brush or small roller to cut-in along perimeter walls or any other obstructions. Depending on ambient environmental and slab temperatures, material will be dry to the touch and ready for subsequent applications within approximately 2-3 hours following application. Contact Resinwerks directly for additional application specifics and recommendations.

LIMITATIONS

- ▶ Intended for use as a primer only; may amber when exposed to UV
- ▶ Not intended for use as a primer for smooth, solid-color systems
- ▶ Do not apply over concrete experiencing ASR
- ▶ Do not apply to new slabs < 7-days old
- ▶ Do not apply to concrete < 3500 PSI compression strength
- ▶ Do not apply product when ambient or room temperature is below 60°F or over 90°F or if the relative ambient humidity is above 85%.
- ▶ This product is not recommended for immersion service.
- ▶ DEW POINT: Do not apply when dew point is within 5°F of the ambient temperature.

MAINTENANCE

The long-term performance, appearance, and life expectancy of wear surface products are dependent on an adequate routine maintenance program designed specifically for the installed wear surface. Resinous floor coating systems are nonporous, causing dirt and contaminants to remain on the surface. Recommended maintenance programs consist of frequent and thorough cleaning utilizing a neutral PH cleaner. The frequency of washing will vary depending on floor usage type, traffic and age. Please contact your local Resinwerks technical representative for more information.

Disclaimer:

Thoroughly read all Material Safety Data Sheets prior to use and maintain copies on job-site at all times.

Mock-ups and field test areas are strongly recommended in order to validate performance and appearance related characteristics (including but not limited to color, inherent surface variations, wear, anti dusting, abrasion resistance, chemical resistance, stain resistance, coefficient of friction, etc.) to ensure system performance as specified for the intended use, and to determine approval of the coating system. Variability in job site conditions (including but not limited to surface preparation, sunlight, humidity, dew point, temperature, etc.) during application of Epoxy products may lead to fish-eyes, blistering, pinholes, wrinkling, or out-gassing of air in the concrete and are not product defects.

Inhalation of vapor or mist can cause headache, nausea irritation of nose, throat, and lungs. Avoid breathing vapors, it is strongly recommended that respirators are worn. Prolonged or repeated skin contact can cause slight skin irritation. All epoxies have the potential of causing skin irritations or allergic reactions. Be careful not to get on skin, clothes or in eyes. Gloves are strongly recommended.

Resinwerks recommends the use of slip-resistant additives in all coating systems that are subject to heavy foot traffic and especially those within wet or oily environments. It is the end-user's responsibility to provide

RESINWERKS, LLC
7205 GILPIN WAY, SUITE 100
DENVER, CO 80229

TECHNICAL ASSISTANCE
PHONE: 720-484-5160
WEB: www.resinwerks.com



Exhibit A

KINETIC HS™



TECHNICAL DATA SHEET



Kinetic™ HS is a high-solids, fast-curing aliphatic polyaspartic polyurea coating engineered for demanding, heavy-traffic environments. It delivers a highly durable, non-yellowing finish with low installation odor and extended working time compared to conventional polyaspartics. Ideal for rapid return-to-service applications, Kinetic™ HS functions effectively as a primer, grout coat, or topcoat.

Formulated for exceptional abrasion and chemical resistance, Kinetic™ HS is USDA and FDA compliant under FDA/CFSAN Food Code 6.101.11 for surface characteristics. Available in a clear gloss and a full range of standard and safety colors, it may also be enhanced with silver-ion antimicrobial pigments for use in food & beverage, healthcare, and other hygiene-critical settings.

USES:

- › Commercial & Industrial Flooring
- › Primer, Mid and Topcoat
- › Urethane Mortar Topcoats
- › FDA/CFSAN compliant

ADVANTAGES:

- › **Low VOC**
- › Reasonable working time
- › 1-2 hour walk-on time
- › High abrasion resistance
- › UV Stable

PACKAGING & SHELF-LIFE

Kinetic™ HS is available in the following kits:

- › 10-gallon kit (5-gal part A and 5-gal part B)

Shelf-Life:

- › 24 months factory sealed and stored at room temperature.

ANCILLARY PRODUCTS:

- › May be used in conjunction with all Resinwerks materials
- › For pigmented coatings, post-add Resinwerks Universal Pigments at 12-oz per gallon.

SUGGESTED APPLICATION:

- › Concrete Primer: Apply to properly profiled concrete.
- › Broadcast Coat: Broadcast Quartz or Chip media into wet film
- › Grout Coat: Apply over chip, quartz or sand broadcast
- › Top-Coat: Apply over existing epoxy or polyaspartic coating

GENERAL PRODUCT INFORMATION

- Colors:** Clear,
- Solids Volume:** 92%
- V.O.C.:** 94 g/l
- Pot-life:** 30-Minutes @ 72° F and 50% RH
- Mix-Ratio:** 1-Part A to 1-Part B by volume.
- Cure Schedule:** 72° F @ 50% R.H.
 - To touch: 1-2-Hours
 - To re-coat: 2-Hours Minimum
24-Hours Maximum
 - Foot Traffic: 3-5-Hours
 - Heavy Traffic: 12-Hours
- Clean-up:** Acetone / MEK
- Application Temp:** 30°F(-1.1°C) - 90°F(32.2°C)

GENERAL PRODUCT PERFORMANCE

TEST TYPE	TEST METHOD	RESULT
Hardness	ASTM D-2240 Shore D	83
Taber Abrasion	ASTM-D-4060	35 mg loss
Tensile Strength	ASTM C-307	3,400 psi
Flammability	ASTM D 635	Self extinguishing
Impact Resistance	ASTM D 2794	160 lb
Flexibility 1/4" cylindrical mandrel	ASTMD 522	Pass
Adhesion	ASTMD-4541	500+ PSI concrete fracture
Coefficient of Friction	ASTM D-2047	> 0.6 / pass

MATERIAL COVERAGE

DRY FILM THICKNESS	APPROXIMATE COVERAGE	APPROXIMATE KIT COVERAGE
6 mils dft	240 ft ² / gallon (5.9m ² /L)	1,440 ft ² / gallon (35.2m ² /L)
8 mils dft	185 ft ² / gallon (4.5m ² /L)	1,110 ft ² / gallon (27.1m ² /L)
10 mils dft	145 ft ² / gallon (3.5m ² /L)	870 ft ² / gallon (21.3m ² /L)



TECHNICAL DATA SHEET

SURFACE PREPARATION

Ensure substrate to be coated is clean, dry, and in sound condition. All laitance, curing compounds, concrete hardeners, and other surface contaminants must be removed. Prepare concrete in accordance with ASTM D 4259-83. Mechanical shot blasting or grinding is recommended to achieve a surface profile of ICRI CSP 2-3. Surface to be coated must be completely porous and free of excessive dust & contaminants.

MOISTURE IN CONCRETE

Concrete slabs should be tested prior to application for elevated moisture vapor emission levels. Resinwerks recommends ASTM F2170-19 standard for determining relative humidity in concrete slabs using RH probes. For slabs exhibiting elevated moisture levels in excess of 75% RH, Resinwerks™ Vapor Barrier Epoxy should be substituted as a primer. For more information, please contact your Resinwerks technical representative.

DE-GREASING OF CONTAMINATED SUBSTRATES

For concrete substrates containing oil, animal fats, or other carbon based contaminants, slabs should be de-greased appropriately using an enzymatic based concrete de-greasing agent. Multiple applications may be required depending on the level of contamination. For more information, please contact your Resinwerks technical representative.

TREATMENT OF JOINTS & CRACKS

Prior to installation of any Resinwerks primer, all joints, cracks and other substrate irregularities must be addressed. For more information on specific joint treatment procedures, please contact your Resinwerks technical services representative.

MIXING INSTRUCTIONS:

- Prior to mixing, all products should be properly acclimated to the local ambient room temperature of 30°F(-1.1°C) - 90°F(32.2°C)
- Mix 1-part A to 1-Part B by volume for two minutes using a slow speed jiffy mixer.
- For pigmented coatings, post-add Resinwerks Urethane at a rate of 2 Qts per 6-gallon kit

APPLICATION INSTRUCTIONS

- Immediately following mixing, pour onto substrate in a uniform ribbon and spread evenly with a squeegee or seal-coat broom. Immediately back-roll in a direction perpendicular to your initial ribbon with a 3/8" nap roller. Working time and cure schedule will be dependent on ambient temperature and humidity. Material will be dry to the touch and ready for subsequent coats within approximately 2-3-hours following application. Contact

Resinwerks directly for additional application specifics.

LIMITATIONS

- Do not apply over concrete experiencing ASR
- Do not apply over Acrylics or MMA Coatings
- Do not apply over existing coatings / sealers that have not been properly abraded and cleaned.
- Do not apply to new slabs < 28-days old
- Do not apply over areas wiped with denatured alcohols
- Do not apply to concrete < 3500 PSI compression strength
- Do not apply product when ambient or room temperature is below 32°F (0°C) or over 90°F(32.2°C) or if the relative ambient humidity is above 85%.
- This product is not recommended for immersion service.
- DEW POINT: Do not apply when dew point is within 5°F of the ambient temperature.

MAINTENANCE

The long-term performance, appearance, and life expectancy of wear surface products are dependent on an adequate routine maintenance program designed specifically for the installed wear surface. Resinous floor coating systems are nonporous, causing dirt and contaminants to remain on the surface. Recommended maintenance programs consist of frequent and thorough cleaning utilizing a neutral PH cleaner. The frequency of washing will vary depending on floor usage type, traffic and age. Please contact your local Resinwerks technical representative for more information.

NOTES

Thoroughly read all Material Safety Data Sheets prior to use and maintain copies on job-site at all times.

Mock-ups and field test areas are strongly recommended in order to validate performance and appearance related characteristics (including but not limited to color, inherent surface variations, wear, anti dusting, abrasion resistance, chemical resistance, stain resistance, coefficient of friction, etc.) to ensure system performance as specified for the intended use, and to determine approval of the coating system.

Variability in job site conditions (including but not limited to surface preparation, sunlight, humidity, dew point, temperature, etc.) during application of Urethane products may lead to fish-eyes, blistering, pinholes, wrinkling, or out-gassing of air in the concrete and are not product defects.

TECHNICAL ASSISTANCE

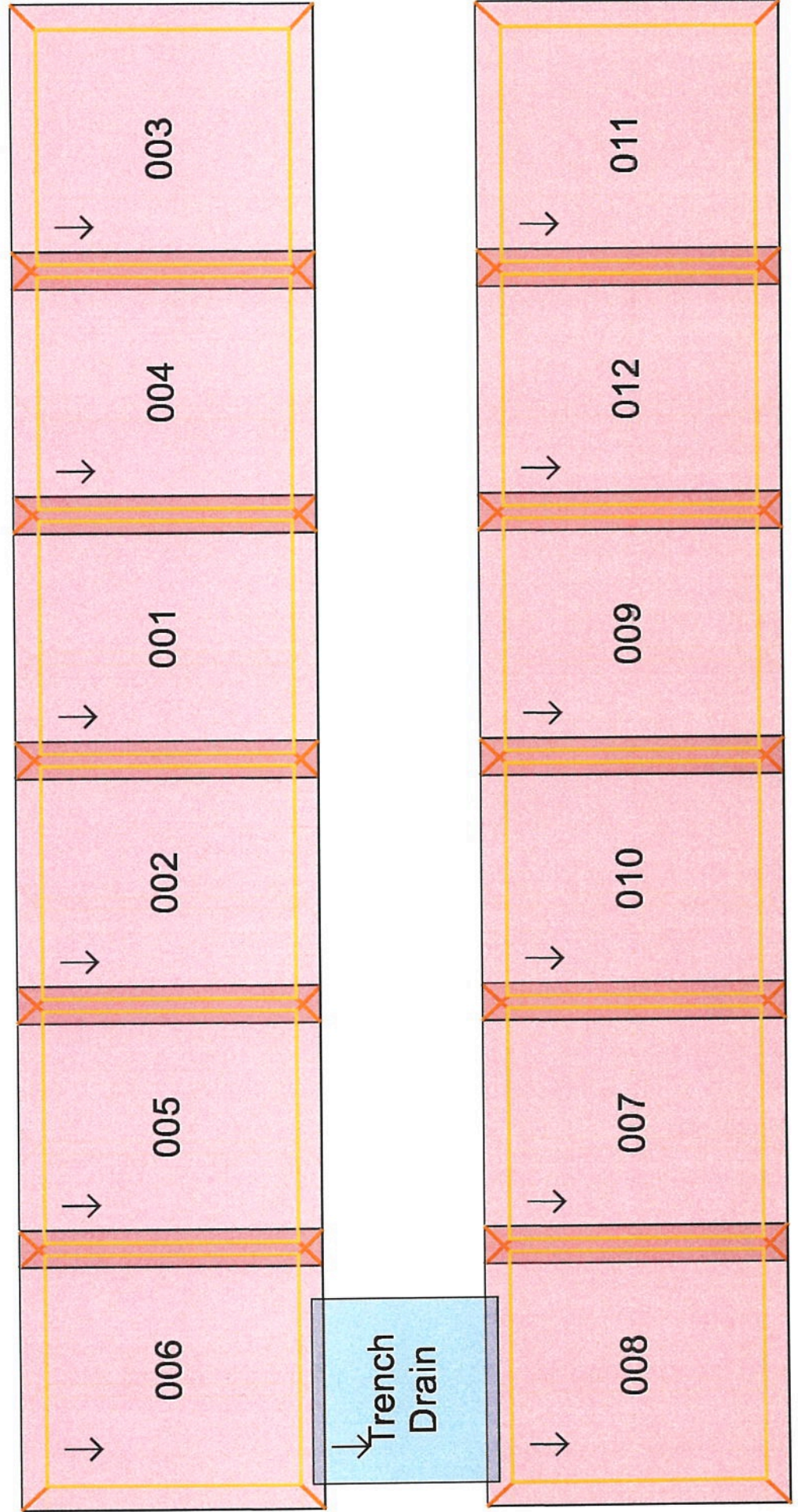
PHONE: 720-484-5160

WEB: www.resinwerks.com

RESINWERKS, LLC
7205 GILPIN WAY, SUITE 200
DENVER, CO 80229



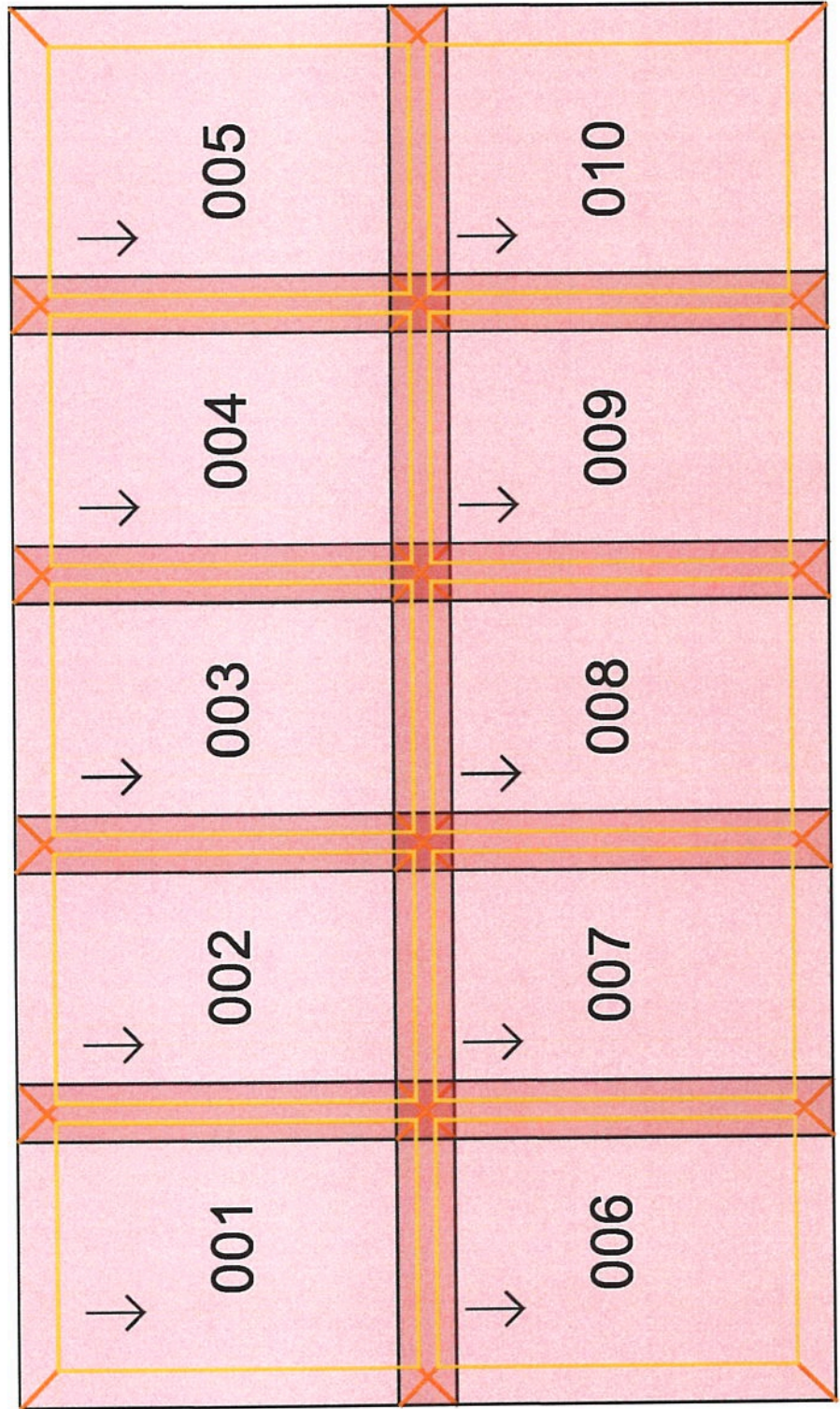
Phase 1



□ Epoxy 1 - Flake w/ Integral Base

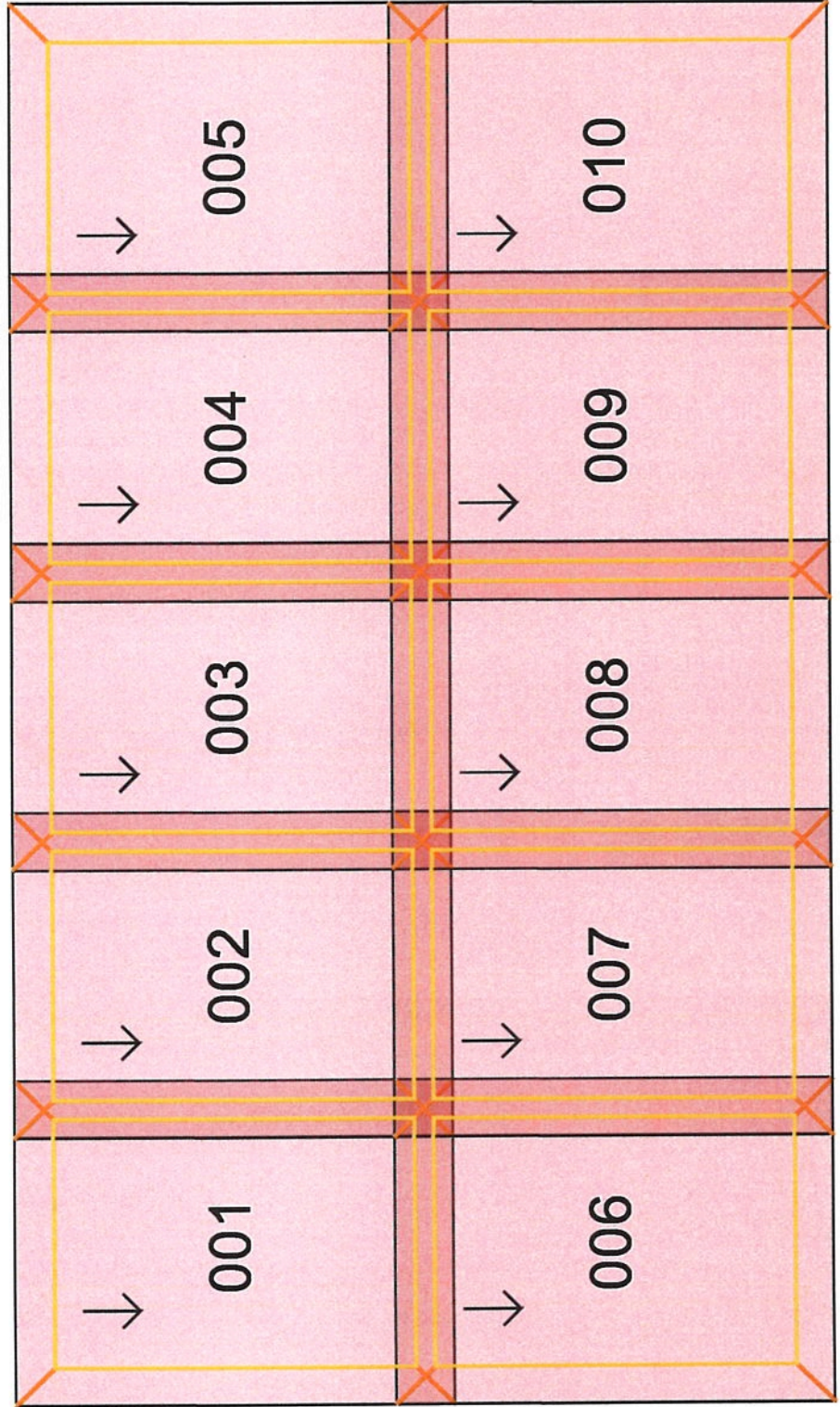
□ Epoxy 2 - Solid Color Accent at Trench Drain

Phase 2



□ Epoxy 1 - Flake w/ Integral Base

Phase 3



□ Epoxy 1 - Flake w/ Integral Base

□ Epoxy 2 - Solid Color Accent at Trench Drain

Exhibit A

Third Party Insurance Requirements



Description			Certificate of Insurance	Additional Insured
1	Building Contractors			
	General Liability	\$5,000,000	X	X
	Automobile Liability	\$1,000,000	X	
	Workers' Compensation	Statutory	X	*
	Employers Liability	\$1,000,000	Included	
	Professional Liability	\$1,000,000	X	
2	Contractors: Painters, Plumbers, Landscapers, etc.			
	General Liability	\$2,000,000	X	X
	Automobile Liability	\$1,000,000	X	
	Workers' Compensation	Statutory	X	*
	Employers Liability	\$1,000,000	Included	
3	Environmental Contractors or Consultants			
	General Liability	\$2,000,000	X	X
	Automobile Liability	\$1,000,000	X	
	Workers' Compensation	Statutory	X	*
	Employers Liability	\$1,000,000	Included	
	Pollution Liability and/or Asbestos Pollution Liability and/or Professional Liability	\$1,000,000 (occurrence); \$2,000,000 (aggregate)	X	X
4	Consultants/Professional Service Providers: auditor, engineer, insurance broker, specified medical practitioners, etc.			
	General Liability	\$2,000,000	X	X
	Automobile Liability	\$1,000,000	X	
	Professional Liability (other than physicians)	\$1,000,000	X	
	Medical Malpractice (physicians, dentists, psychologists)	\$1,000,000	X	
	Workers' Compensation	Statutory	X	*
	Employers Liability	\$1,000,000	Included	
	Sexual Abuse or Molestation	\$1,000,000	X	X
5	Suppliers and/or Vendors			
	General Liability	\$2,000,000	X	X
	Automobile Liability	\$1,000,000	X	
	Workers' Compensation	Statutory	X	*
	Property Insurance	Replacement Value	X	
6	Bus Transportation and/or Contractors			
	General Liability	\$2,000,000	X	X
	Automobile Liability	\$5,000,000	X	
	Workers' Compensation	Statutory	X	*
	Employers Liability	\$1,000,000	Included	
	Sexual Abuse or Molestation	\$1,000,000	X	X
7	Use of Facilities: Private Citizens, Organizations or Non-business groups, etc.			
	General Liability	\$1,000,000	X	X

*Waiver of Subrogation Required


Exhibit B

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

Comes now Austin Richardson as B.D. Manager first being duly sworn, on my oath,
(name) (office held)
affirm Quality Plumbing Inc. ("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 Liberty Animal Shelter of the City of Liberty and
any incidental items associated with this work for the duration of the contract, if awarded, in accordance with
Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services
for the duration of the contract, if awarded. Attached to this affidavit is documentation of the
Company's participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM.
ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS
- 208.009 RSMo.)**

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under § 575.040 RSMo).


Signature (person with authority)

Austin Richardson
Printed Name

Business Development Manager
Title


4/15/26
Date

State of Missouri)
County of Clay)

ss.

Subscribed and sworn to before me 15 day of April, 2026.

My commission expires: Commission #14628675
Expires 06-25-2026


Notary Public

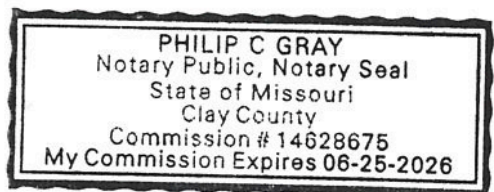


Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

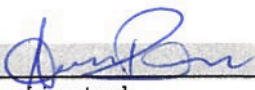
Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

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

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

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

CONTRACTOR

By: 
[signature]

Austin Richardson
Print Name

[ts: Business Development Manager
[list title]

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

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

Missouri Division of Labor Standards

Annual Wage Order No. 32

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

- 2.01 Contractor shall submit weekly payroll records with each monthly payment application.
- 2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.
- 2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

- 3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project
- 3.02 The contractor will forfeit a penalty to the City of Liberty of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

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.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 024
CLAY COUNTY

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

Original Signed by _____

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$74.08
Boilermaker	\$36.40*
Bricklayer-Stone Mason	\$64.33
Carpenter	\$66.73
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.22
Plasterer	
Communication Technician	\$63.19
Electrician (Inside Wireman)	\$72.26
Electrician Outside Lineman	\$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$36.40*
Glazier	\$59.01
Ironworker	\$72.20
Laborer	\$51.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$57.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.56
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$36.40*
Plumber	\$81.51
Pipe Fitter	
Roofer	\$60.78
Sheet Metal Worker	\$78.40
Sprinkler Fitter	\$70.79
Truck Driver	\$59.41
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$93.51
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.71
General Laborer	
Skilled Laborer	
Operating Engineer	\$54.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$52.62
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

PAYMENT BOND

CONTRACTOR (name and address):
Quality Plumbing, Inc
1731 Howell
North Kansas City MO 64116

SURETY (name and address of principal place of business):
The Gray Casualty & Surety Company
PO BOX 6202
Metairie LA 70009

OWNER (name and address):
City of Liberty MO
101 East Kansas Street
Liberty MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement: April 15th, 2026
Amount: \$119,629.09-One Hundred Nineteen Thousand Six Hundred Twenty Four Dollars and 09/100
Description (name and location): Liberty Animal Shelter
Installation of New Floor Drains and Trench drains (City Project # 26-013)

BOND

Bond Number: GSA01400149
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): April 16th, 2026
Amount: \$119,629.09-One Hundred Nineteen Thousand Six Hundred Twenty Four Dollars and 09/100
Modifications to this Bond Form: None See Paragraph 19

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

CONTRACTOR AS PRINCIPAL

SURETY

Quality Plumbing, Inc _____ (seal)
Contractor's Name and Corporate Seal

The Gray Casualty & Surety Company _____ (seal)
Surety's Name and Corporate Seal

By: D. J. Gray
Signature

By: Nicole M. Johnson
Signature (attach power of attorney)

Dan Gray
Print Name

Nicole M Johnson
Print Name

owner
Title

Attorney-In-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

manager
Title

Witness
Title

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and

shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without form and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSA01400149 **Principal:** Quality Plumbing, Inc
Project: Liberty Animal Shelter-Installation of New Floor Drains and Trench Drains (City Project #26-013)

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Eric Dedovesh, Nicole M. Johnson, and Rodney W. Paddock of Lee's Summit, Missouri jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

CSP

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana
ss:

Parish of Jefferson
On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 16th day of April, 2026.

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 16th day of April, 2026.

Leigh Anne Henican



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.



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 Quality Plumbing will provide all labor, materials, equipment, and coordination necessary to address the existing drainage issues at the Liberty Animal Control & Shelter, including the removal of existing Sioux Chief floor drains impacted by seized set screws. The work will be completed in two or three phases (depending on what Liberty Animal Shelter can do) to minimize disruption and will include coring and saw cutting of concrete, trench excavation, and exposure of existing underground sanitary piping. New air admittance valves (AAVs) will be installed to trench drains improving system venting, along with replacement of existing floor drains with upgraded hinged-cover units. All areas will be properly backfilled, restored with specified concrete, and coordinated with the flooring contractor for epoxy system installation of affected areas. Upon completion, systems will be tested for proper operation and inspected for leaks, followed by full cleanup and final walkthrough. Work will be performed during normal business hours, with safety measures, site protection, and coordination with other trades maintained throughout the duration of the project.			
Project Location Liberty Animal Shelter-2801 Riverview Road Liberty MO 64068		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 Quality Plumbing Inc.	Signature of Contractor <i>[Signature]</i>	Date (MM/DD/YYYY) 04/15/2026	
Address 1731 Howell St.	City North Kansas City	State MO	ZIP Code 64116

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 Quality Plumbing Inc.			
Address 1731 Howell St.		City North Kansas City	State ZIP Code MO 64116
Signature of Contractor <i>[Signature]</i>		Contractor's Printed Name Austin Richardson	Date (MM/DD/YYYY) 04/15/2026



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.

(076030)

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.



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application 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 governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name Quality Plumbing Inc.

Date 4/15/26

By Austin Richardson Business Development Manager

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary 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.
7. The prospective primary 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 agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 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.



CITY COUNCIL ACTION REPORT

Meeting Date: April 27, 2026
A/R No.: 2026-176

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: Ordinance approving a four-phase contract for the City of Liberty Murray Road and Box Culvert Project (26-006) with BHC, LLC, a Pape-Dawson Company with authorization to Fund Phase I in an amount not to exceed \$192,840.00

Summary:

- Ordinance approving a contract for the City of Liberty Project Murray Road and Box Culvert Project (26-006) with BHC, LLC a Pape-Dawson Company
 - The project, for funding and scoping reasons, has been broken into four distance phases.
 - This action item awards the project in its entirety to BHC, LLC a Pape-Dawson Company. However, it only seeks authorization to fund the first phase of the project.

Background:

The City of Liberty formally adopted an updated Stormwater Master Plan on January 27, 2025. At the time of adoption, the 12 x 10' reinforced concrete box culvert which runs under Murray Road was identified as CIP Project No. 9. (see following subsections). Since that time, the project has been re-evaluated as CIP Project No. 5.

In Q4 of 2025, staff developed a scope of work for the design of repairs/replacement to the Murray Road box culvert. The project will result in the design and preparation of:

- Construction ready plan sets for the rehabilitation/replacement of:
 1. The box culvert.
 2. Murray Road, with final limits to be determined during design but no less than the easternmost and westernmost guardrail limits with guardrails intended to be replaced.
- And any/all required/associated hydraulic analysis/design necessary to achieve no rise certifications for both upstream and downstream conditions.

Staff issued a request for Design Consultant Qualifications which was publicly advertised between December 19, 2025 and January 30, 2026. The City received 13 qualification submissions from the following firms:

1. Affinis Corp
2. BHC LLC, a Pape-Dawson Company
3. Cook, Flatt & Strobel Engineers
4. Garver
5. GBA

6. Great River Engineering
7. HDR
8. Lamp Rynearson
9. McClure
10. OWN, Inc.
11. Renaissance Infrastructure Consulting
12. Veenstra & Kimm, Inc.
13. VSM a QK Company

City staff reviewed and assessed the responsive RFQ submissions and selected the top three firms for follow-up interviews:

1. BHC LLC, a Pape-Dawson Company (BHC)
2. Garver
3. HDR

After interviews, BHC was selected as the most qualified consultant.

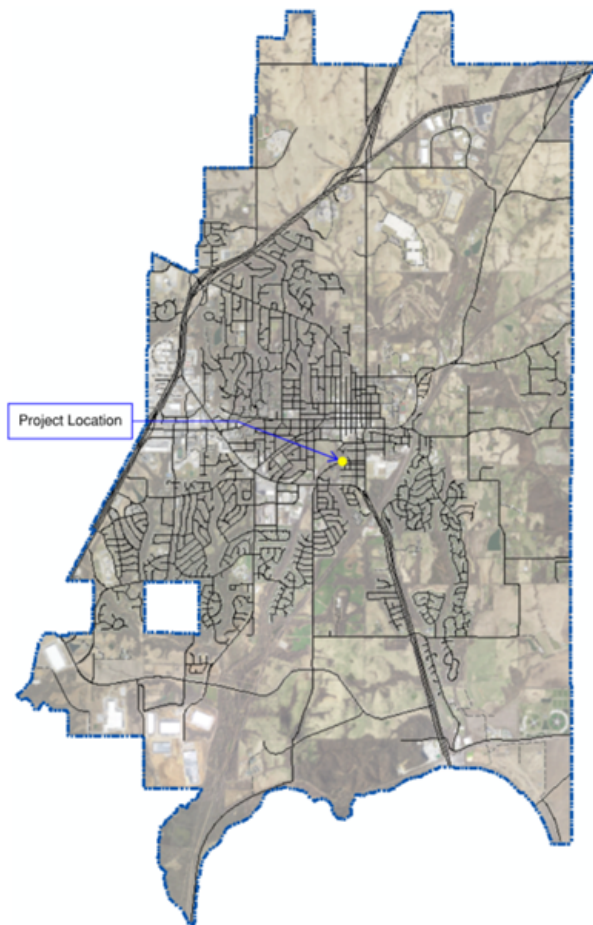


Figure 1 –Project Location



Figure 2 –Project Location in Relation to Flood Way/Plain



Figure 3 – Box Culvert Approach



Figure 4 – Excessive Spalling within Box Culvert



Figure 5 – Murray Rd. (Westbound)

During contract negotiation, it was decided to break the project into four (4) distinct phases. Tasks associated with each phase are as follows:

Phase I - Concept Design

- Project Management
- Public Engagement
- Review of Existing Data
- Conceptual Alternatives Development
- Topographic Field Survey
- Geotechnical Services
- Utility Coordination

Phase II - Final Design

- Project Management
- Public Engagement

- Survey
- Hydrologic and Hydraulic Analysis
- Utility Coordination
- Permitting
- Engineered Design Services
- Utility Relocation Design

Phase III — Bidding and Construction

- Project Management
- Bidding Services
- Construction Inspection Services
- Topographic Field Survey
- As-Builts

Phase IV - Post Construction:

- Project Management
- Topographic Field Survey
- Permitting

Phasing is utilized to ensure that the particulars for each phase are appropriately scoped. It should be noted that while this action awards Phase I through Phase IV of the project to BHC, it only obligates funding for Phase I of the project. Phase II-IV will require separate authorization from the City Council to obligate funding. Phase I is not to exceed \$192,840.00.

City staff recommends the following action:

- Approving an ordinance that authorizes a contract with BHC LLC, a Pape-Dawson Company, for the selection of the full project scope of work (Phase I through IV) with authorization to fund Phase I of City Project 26-006, Murray Road and Box Culvert in an amount not to exceed \$192,840.00.

Previous Action (if applicable):

NA

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: Recommended at the 04/2026 CSTOC meeting
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
	Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 351-70018-201-000000	Amount: \$192,840.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2026-176 Approve Contract with BHC for Murray - ORD
2. Contract_Murray Rd_For Execution

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A FOUR-PHASE CONTRACT FOR THE CITY OF LIBERTY MURRAY ROAD AND BOX CULVERT PROJECT (26-006) WITH BHC, LLC, A PAPE-DAWSON COMPANY WITH AUTHORIZATION TO FUND PHASE I IN AN AMOUNT NOT TO EXCEED \$192,840.00

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 BHC, LLC a Pape-Dawson Company associated with the Murray Road and Box Culvert Project (26-006) in an amount not to exceed ONE HUNDRED NINTEY TWO THOUSAND EIGHT HUNDRED FOURTY AND 00/100 DOLLARS (\$192,840.00). A copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section 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.

MAYOR, Greg Canuteson

ATTEST:

DEPUTY CITY CLERK

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

MAYOR, Greg Canuteson

SPONSOR: City of Liberty, Missouri
LOCATION: Liberty, Clay County, Missouri
PROJECT: Murray Rd. and Box Culvert Design (26-006)

THIS CONTRACT is between *the City of Liberty, Missouri*, Missouri, hereinafter referred to as the "Owner", and *BHC, LLC a Pape-Dawson Company 7101 College Boulevard, Suite 400 Overland Park KS 66210*, hereinafter referred to as the "Engineer".

INASMUCH as the Owner intends to *provide necessary analysis and design to construct improvements to Murray Rd., the Box Culvert which it passes over and to the associated infrastructure adjoining it while achieving a no-rise condition for both upstream and downstream conditions* and requires professional engineering services. The Engineer will provide the Owner with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Owner will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A – Scope of Services

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: There has been no DBE goal established for this Agreement.
- B. DBE Participation Obtained by Engineer: While there is no DBE goal for this Agreement the Engineer has obtained DBE participation in the amount of 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer has elected to use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE Firm Name, Street and Complete Mailing Address	Type of DBE Service	Total Value of the DBE Subcontract	Contract \$ amount to apply to total DBE Participation	Percentage of Subcontract dollar value applicable
Phase I	NA	NA	NA	NA
Phase II	NA	NA	NA	NA
Phase III	NA	NA	NA	NA
Phase IV	NA	NA	NA	NA

ARTICLE III-ADDITIONAL SERVICES

The Owner reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF OWNER

The Owner will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Owner;
- B. provide the Engineer with the Owner's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine/review all studies and layouts developed by the Engineer and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate an Owner's employee to act as Owner's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Owner's policies and render decisions with respect to matters covered by this agreement;
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving formal notice to proceed from the Owner. The general phases of work within each project location will be completed in accordance with the following schedule:

- A. All work and phases of work shall be completed within the time frames specified within Attachment A - Scope of Services.

The Owner will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Owner in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions and Owner needs.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Owner will compensate the Engineer as follows:

- A. The Project has been broken into four (4) distinct phases all of which are hereby awarded to the Engineer. While the Engineer has been selected for all four (4) phases the funding for each phase is to be obligated through separate internal City Council Actions as defined below:
 - a. Phase I – Concept Design
 - i. For Phase I services, the Owner will pay the Engineer the actual costs incurred with a ceiling established for said design services in the amount of \$ 192,840.00 which amount shall not be exceeded.
 - b. Phase II – Final Design
 - i. For Phase II services, the Owner will pay the Engineer the actual costs incurred with a ceiling established for said design services which amount shall not be exceeded.
 - ii. The actual costs and ceiling established for Phase II services shall be established at the end of Phase I and incorporated within this contract through future formal amendment.
 - c. Phase III – Bidding and Construction
 - i. For Phase III services, the Owner will pay the Engineer the actual costs incurred with a ceiling established for said services which amount shall not be exceeded.
 - ii. The actual costs and ceiling established for Phase III services shall be established at the end of Phase II and incorporated within this contract through future formal amendment.
 - d. Phase IV – Post Construction
 - i. For Phase IV services, the Owner will pay the Engineer the actual costs incurred with a ceiling established for said services which amount shall not be exceeded.

- ii. The actual costs and ceiling established for Phase IV services shall be established at the end of Phase III and incorporated within this contract through future formal amendment.
- B. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- C. Actual costs in Section A above are defined as:
 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 3. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- D. The rates defined in Attachment B are the established Engineer's Standard Hourly Rates accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- E. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- F. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Owner. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. Upon receipt of the invoice and progress report, the Owner will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Owner's receipt of the Engineer's invoice. The Owner will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment will be subject to final audit of actual expenses during the period of the Agreement.

G. PROPERTY ACCOUNTABILITY - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Owner. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Mailing Address	Services
UES	5055 Antioch Road Overland Park, Kansas 66203	Geotechnical

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment. Said records shall be made available for inspection by authorized representatives of the Owner during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Owner upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Owner upon

request. All such information produced under this contract shall be available for use by the Owner without restriction or limitation on its use. If the Owner incorporates any portion of the work into a project other than that for which it was performed, the Owner shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Owner may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Owner, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Owner.
- B. Should the Agreement be suspended or terminated for the convenience of the Owner, the Owner will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Owner for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Owner 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Owner. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Owner that funds are no longer available to continue performance.
 - 2. The Owner's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Owner.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Owner will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Owner's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Owner and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Owner from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: The Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$505,000 per person up to \$3,370,000 per occurrence;
 - 2. Automobile Liability: \$505,000 per person up to \$3,370,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Owner with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost and Engineer's Standard Hourly Rates

Attachment C - Certification Regarding Debarment, Suspension

Executed by the Engineer this ____ day of _____, 2026.


Executed by the City of Liberty, Missouri this ____ day of _____, 2026.

FOR: City of Liberty, Missouri

BY: _____
Mayor Greg Canuteson

ATTEST: _____
Deputy City Clerk

FOR: BHC, LLC a Pape-Dawson Company

BY: 
Randy Gorton, P.E., PTOE; Vice President/Municipal Services Lead

ATTEST:  _____

Project Understanding

The City of Liberty and BHC, LLC a Pape-Dawson Company, more specifically, the project locations as defined below:

- A. Culvert Under Murray Road- Upstream and downstream of Murray Road culvert in Cates Branch.
- B. Murray Road- From Bonaire on the south along Murray Road to Leonard Street on the east.

Scope of Services

Phase I – Concept Design – Total Fee \$192,840

Phase I – Concept Design shall commence no later than May 1, 2026 and is estimated to be completed no later than October 2026.

1. Project Management – Fee: \$20,430 (Estimated 88 Hours)

Project Management – ENGINEER shall provide an internal Project Management Plan that includes a Quality Management Plan, Safety Plan and other key elements needed for the team to execute the project.

Ongoing Management - ENGINEER shall provide project management activities, including cost control, schedule management, quality management and monthly invoicing.

Core Team Meetings – ENGINEER shall meet monthly with a core team of City staff to discuss project status, key decisions, next steps and interim products. All meetings are assumed to be conducted virtually.

Project Manager Meetings – The designated ENGINEER project manager shall meet every week with the City designated project manager to discuss project status, key decisions, next steps and interim product. All meetings are assumed to be conducted virtually or via phone call.

Assist with meeting with residents that require access agreements for geotechnical exploration.

Deliverables and Milestones:

- Project Management Plan
- Monthly invoices (assume up to 6 months)
- Attendance at up to 6 Core Team Meetings by 2-4 ENGINEER employees
- Attendance at up to 12 Project Manager Meetings

2. Public Engagement - Fee: \$6,020 (Estimated 28 Hours)

Deliverables and Milestones:

- Community Engagement Plan

ENGINEER will work with Liberty staff to develop an engagement plan that outlines the anticipated neighborhood-wide and property owner/resident awareness and engagement for the conceptual phase of the project(s). This plan will include:

- The purpose and goals of the engagement.
- Comprehensive list of target audiences and project stakeholders.
- Summary of anticipated strategies, activities and associated tools and materials.
- Intentionally designed to be dynamic and flexible to accommodate an ever-evolving project environment, the plan will be refined and updated as needed, and specifically with the beginning of each new phase of the project, through construction.

The development of this plan includes up to two (2) planning meeting(s) with City staff and the creation of the Community Engagement Plan. It does not include the delivery of the identified outreach and engagement tactics.

- Graphic design support, including plan specific logo and elements for public messaging:

- ENGINEER-led branding exercise

ENGINEER will work with City staff to develop a project brand for use throughout the life of the project. The project brand will be complimentary to the City's established city brand and will be used throughout the life of the project to create project recognition and continuity in messaging.

The project brand will be incorporated into all graphic design of community engagement materials and elements, social media content, and any other materials, digital or physical, created for support of the community engagement efforts of the project.

The project branding will be used throughout the entirety of these projects, so will be a one-time (up-front) cost.

- Development of community engagement materials

Materials will be provided by ENGINEER staff for engagement activities and events included in the Community Engagement Plan. The final list of engagement materials will be included in the Community Engagement Plan.

Community engagement material examples include:

- Fact Sheet(s) will be designed to include the need for the project, the project process, proposed improvements, funding strategy overview (at the City's discretion), and frequently asked questions. Direct mailer will be designed to create project awareness, notify residents of project related engagement activities in the area, etc.
- Digital content will be developed to disseminate using existing City social media accounts and will be ongoing throughout the project,

increasing in frequency around public engagement opportunities, project milestones, etc.

- ArcGIS StoryMap will be developed to include a visually engaging, interactive project website. It is anticipated that this will be hosted on ENGINEER's GIS organization and transitioned to the City's organization at project conclusion, or as soon as the City desires. The setup of the StoryMap would be a one-time effort that will be used through the extent of the project. The map is proposed to be maintained with updates for the remainder of the project.
- Community engagement events and activities
 - ENGINEER staff will support and attend community engagement events and activities as outline in the Community Engagement Plan and agreed upon with City staff.
 - Community Engagement events and activities could include but are not limited to:
 - Targeted Stakeholder outreach, in coordination with City staff to create awareness of the project or share other project related information. This could include:
 - Attendance at ongoing neighborhood meetings such as HOA, Neighborhood Watch or other regular meetings of neighborhood residents in project areas.
 - Door Knocking and door hanging for field work notification
 - One-on-one meetings with targeted stakeholders/residents.
 - Preparation, printing, and mailing of direct mail post cards
 - Project open house meetings will be strategically chosen and will not be the primary method of community engagement tactic. It is anticipated an open house may be useful during the conceptual phase of the project to share potential alternatives and solicit feedback from area residents.
- Community engagement summary report
 - A community engagement summary report will be developed and delivered to City staff following engagement activities such as neighborhood meetings or door knocking.
- Attendance at up to 6 Core Team Meetings

3. Review of Existing Data - Fee: \$17,540 (Estimated 76 Hours)

ENGINEER shall review all available background information as provided by the City or as publicly available, including but not limited to:

- obtain and review available City-provided background reports, studies, and
- models pertinent to the project area;
- contact FEMA and request the relevant electronic hydraulic models;
- conduct HEC-RAS hydraulic analysis along the project area for floodplain

permitting purposes;

- as-builts/record drawings;
- Parks and Trail plans;
- existing policies and ordinances;
- right-of-way and easement documentation;
- utility mapping;
- aerial mapping;
- LiDAR topographic mapping;
- stormwater master plans;

Conduct an analysis to duplicate the FEMA Flood Insurance Study published elevation, generate an existing conditions model based on surveyed conditions, and evaluate alternative project configurations to achieve “no-rise” conditions.

Deliverables and Milestones:

- Existing Data Collection/Findings Reporting to be included in conceptual memorandum – August 28, 2026

4. Conceptual Alternatives Development - Fee: \$32,460 (Estimated 170 Hours)

ENGINEER shall provide a technical memorandum detailing the:

- existing conditions;
- alternatives considered;
- pros/cons;
- performance;
- permitting requirements;
- external funding opportunities and viability;
- maintenance needs/costs;
- impacts to utilities (public and private), private property, etc.
- and construction costs.

For no less than (2) and no more than (4) alternatives for which of the alternatives serves the City’s best interest. Final concept selection shall be rendered by the Owner.

An engineer’s site visit will be completed to gain a more detailed understanding of the sites, identify constraints, and better develop alternatives.

ENGINEER will conduct a pre-application meeting with the City and US Army Corps of Engineers to understand permit and associated schedule consequences for the recommended alternative.

Submittals and Milestones:

- Concept Evaluation and Recommendation Report – October 2026
 - Concept Drawings (assumed to be 20% level)
 - Level of Impact Report for each alternative evaluated
 - Concept Estimates

5. Topographic Field Survey and Data Collection - Fee: \$61,850 (Estimated 405 Hours)

Control Survey - ENGINEER shall establish a control survey, control survey shall include survey research, recover and tie-section corners, establish project control points including reference ties, recover benchmarks and set temporary project benchmarks and process control survey information. Assumes US survey feet based on Missouri State Plan Coordinate System and North American Vertical Datum (NAVD88).

Topographic Field Survey – ENGINEER shall supplement available LiDAR data from MSDIS and Clay County with topographical and utility survey as well as Right-of-Way data for the purpose of informing the design and developing the existing surface. A TIN surface will be created for the basis of the design phase of work. Refer to the attached maps for approximate survey extents, which will be refined prior to commencing field data collection.

It is understood that the City of Liberty will get titlework for parcels to include in the base drawings. During the design phase of work, easement descriptions will be created for the City to negotiate.

Submittals and Milestones:

- Survey – June 12th, 2026
- TIN Surface creation for design phase

6. Geotechnical Services - Fee: \$46,600

Borings and Samples - ENGINEER and their subconsultant (UES) shall be responsible for soil borings/sampling and a report logging the samples obtained; they shall assume an adequate number of boring samples for the limits of each project.

Traffic Control is included in the fee.

Geotechnical Report – ENGINEER and their subconsultants shall provide a geotechnical report to summarize the findings, determine material characteristics, evaluate slope stability, and provide engineering recommendations to support the culvert improvements concept and design.

Submittals and Milestones:

- Borings and Samples –May 15, 2026
- Geotechnical Report – June 12, 2026

7. Utility Coordination- Fee \$7,940(Estimated 52 Hours)

ENGINEER shall be responsible for contacting all utilities in the project area. coordinate with all utility agencies and locaters to determine the locations of and impacts of the project on utilities;

- provide a comprehensive list of utility conflicts which require relocation and

work with the City and private agencies to have said conflicts relocated prior to bidding.

Phase II – Final Design

Phase II services shall at a minimum include the following items:

1. **Project Management** – Project management for the design phase services, including project meetings, billings and progress reports, QA/QC. Etc.
2. **Public Engagement** – Continued Public Engagement based on engagement plan, review of successes, and a more defined scope of work to be prepared with the Phase 2 scope. It is anticipated that this will include 2 – 3 engagements for each project area. It is anticipated that the engagement milestones will be at 60% design, 90% design, and 100% design.
3. **Survey** – It is understood that the City of Liberty will get titlework for parcels to include in the base drawings. Prepare easement drawings and descriptions based on the design for the City to negotiate easements.
4. **Hydrologic and Hydraulic Analysis** – Detailed hydrology and hydraulic analysis will be completed once a project alternative is selected to ensure permit requirements are met.
5. **Utility Coordination** – Utility Coordination will start in full during the early phases of the Phase 2 project, to identify utility conflicts, design around them, where possible.
6. **Permitting** - Environmental permitting will be completed in this work. Anticipated permits include USACE section 404 permit, Section 401 Water Quality Certification, NPDES Permit, No-Rise Certification, and floodplain development permit.
7. **Engineered Design Services** - Design is anticipated to include preliminary (60%), 90%, and final design. Construction drawings will include plan, profile, storm sewer design (where needed), details, and other relevant information based on the selected alternatives. Project Specifications will be included in this effort, as well as construction cost estimates.
8. **Utility Relocation Design** – Complete utility relocation design, where required to address conflicts. This may include sanitary, storm, and water systems. where Public Utilities are impacted (Water and Sewer) in such manner as to require relocation the consultant shall provide design of relocations in conjunction with this project. (Said Water and Sewer design shall be incorporated into this project by supplement at the time of identification.)

While ENGINEER is the selected most qualified consultant for Phase I-III services the duration, costs and a more thorough definition of services associated with Phase II shall be determined and incorporated through a future formal supplement.

Phase III – Bidding and Construction

Phase III services shall at a minimum include the following items:

1. **Project Management** – Project management for the design phase services, including project meetings, billings and progress reports, QA/QC. Etc.

2. **Bidding Services** – Bidding services will include assistance in creation of project manual, bid form, assist in solicitation, address bidder questions, conduct pre-bid meeting, issue addenda, review bids, and provide the engineer’s recommendation of award.
3. **Construction Inspection Services** – ENGINEER will coordinate with the City on an agreeable construction inspection process for each project. It is anticipated that construction inspection will use an on-call, as needed, critical milestone based approach.
4. **Topographic Field Survey/Construction Staking** – This scope item is intended to include construction staking. A full scope will be defined later.
5. **As-Builts** – Record drawings will be completed using topographical survey, geomorphic survey, and construction redline notes.

Phase IV- Post Construction

Phase IV services shall at a minimum include the following items:

1. **Project Management** – Project management for the design phase services, including project meetings, billings and progress reports, QA/QC. Etc.
2. **Topographic Field Survey** – This scope item is intended to include topographic survey and post construction survey. A full scope will be defined later.
3. **Permitting** - Environmental permitting will be completed in this work. Anticipated permits include FEMA LOMR.

While ENGINEER is the selected most qualified consultant for Phase I-IV services the duration, costs and a more thorough definition of services associated with Phase IV shall be determined and incorporated through a future formal supplement. It is understood that these projects may be bid over a series of years, and Phase 4 services may be completed over a couple of years.

Exhibit B: Task and Fee Estimate

Project: Liberty Road Culvert/ Roadway Improvements
Client: City of Liberty **Contact:** Joshua Martinez
Prepared by: K. Bushong **Date:** 4/16/2026
Approved by: RG

Phase No.	SCOPE ITEMS	Principal	Project Manager	Survey	Project Engineer	Sr. Design Engineer	Sr. Eng Tech	GIS Spec/ Util Coord	UES/GT	Tech.	Equipment	Labor Cost	Reimbursable Expenses	Total Task Fee
		\$275	\$245		\$195	\$150	\$170	\$145						
1	Concept Design													
	Project Management	14	52		8	10	4	0				\$20,330	\$100	\$20,430
	Public Engagement	0	12		12	2	2	0				\$5,920	\$100	\$6,020
	Reviewing of Existing Data	4	40		32	0	0	0				\$17,140	\$400	\$17,540
	Concept Alternatives	8	34		34	34	60	0				\$32,460		\$32,460
	Survey			405								\$0		\$61,850
	Geotechnical Services											\$0	\$46,600	\$46,600
	Utility Coordination	0	4		0	0	0	48				\$7,940		\$7,940
												\$0		\$0
	Phase Total	26	142		86	46	66	48			0	\$83,790	\$47,200	\$192,840

BHC, LLC a Pape-Dawson Company

Public Works 2026 Rate Schedule*

Effective through 12/31/26

Title	Rate	Title	Rate
Director	\$275.00	Lead Construction Technician	\$165.00
Program Manager	\$270.00	Sr. Construction Technician	\$150.00
Sr. Project Manager	\$255.00	Construction Technician III	\$140.00
Project Manager II	\$245.00	Construction Technician II	\$130.00
Project Manager I	\$235.00	Construction Technician I	\$110.00
Sr. Project Engineer	\$210.00	GIS Engineering Coordinator	\$160.00
Project Engineer	\$195.00	GIS Engineering Specialist	\$145.00
Sr. Project Professional	\$215.00	GIS Engineering Technician	\$115.00
Project Professional II	\$200.00	Survey Director	\$275.00
Project Professional I	\$190.00	Survey Team Lead	\$245.00
Lead Design Engineer	\$165.00	Sr. Project Manager - Survey	\$240.00
Sr. Design Engineer	\$150.00	Project Manager II - Survey	\$205.00
Design Engineer	\$135.00	Project Manager I - Survey	\$190.00
Sr. Landscape Architect	\$220.00	Sr. Project Surveyor	\$180.00
Landscape Architect	\$170.00	Project Surveyor II	\$205.00
Sr. Landscape Designer	\$160.00	Project Surveyor I	\$165.00
Landscape Designer	\$150.00	Lead Survey Technician (CAD or Field)	\$135.00
Lead Engineering Technician	\$175.00	Sr. Survey Technician (CAD or Field)	\$130.00
Sr. Engineering Technician	\$170.00	Survey Technician (CAD or Field)	\$100.00
Engineering Technician	\$135.00	Clerical	\$100.00
Traffic Engineer	\$195.00	Technician	\$ 80.00
Sr. Construction Manager	\$200.00	Marketing/PR Specialist	\$125.00
Construction Manager	\$180.00		

REIMBURSABLE EXPENSES

Description	Unit	Price
Passenger Vehicle	Per mile	IRS rate
Survey Vehicle	Per mile	\$ 0.90
Project Related Travel		Actual Cost
Outsourced Reproduction, & Postage		Actual Cost
All-Terrain Vehicle/Gator	Day	\$ 170.00
Survey Total Station Equipment Fee	Hour	\$ 20.00
Survey Robotic Total Station	Hour	\$ 40.00
Survey GPS RTK Rover	Hour	\$ 30.00
Survey GPS RTK Base + Radio Modem	Hour	\$ 50.00
Trimble SX10 Scanner	Hour	\$ 120.00
Zeb Scanner	Hour	\$ 120.00
UAV + Lidar	Hour	\$ 120.00
UAV – Camera Project	Hour	\$ 60.00
Quickview Air HD Camera	Hour	\$ 10.00
Boat	Day	\$ 450.00
Jackhammer	Day	\$ 60.00
Cloud Data Processing	Hour	\$ 30.00

*Rates subject to change on an annual basis.

Exhibit 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.

Randall J. Gorton - Vice-President

Typed Name & Title of Authorized Representative



04/16/2026

Signature of Authorized Representative

Date



**CITY COUNCIL
ACTION REPORT**

Meeting Date: April 27, 2026
A/R No.: 2026-177

Department: Finance

Submitted By: Vicki McClure, Director
Finance

Subject: Resolution to declare the official intent of the City of Liberty, Missouri to finance the cost of acquiring certain equipment and vehicles using tax-exempt debt financing

Summary:

The City will secure the following vehicles and equipment items in 2026:

For the General Fund Information Services Department consisting of:

- Minor computer equipment at an estimated cost of \$325,000 and;
- Capital Equipment at an estimated cost of \$249,000.

For the Police Fund consisting of:

- Police vehicles with extended warranties at an estimated cost of \$222,500 and;
- Capital Equipment at an estimated cost of \$210,000.

For the Capital Sales Tax Fund consisting of:

- Public Works capital equipment (Dump Truck) at an estimated cost of \$520,000

For the Fire Sales Tax Fund consisting of:

- Vehicle Purchases, Brush Truck Replacement (1) at an estimated cost of \$130,000 and;
- Capital Equipment Purchase at an estimated cost of \$210,000 and;
- Minor Equipment – (Bunker Gear, TIC, Gear Washer, Hose Washer) at an estimated cost of \$165,000

- The General Fund purchases are scheduled to be purchased with cash in 2026, but have been included in this resolution as a potential borrowing in the event cash is needed for unanticipated projects with those funds.
- The Capital purchases listed for Capital Sales Tax are scheduled to be purchased with cash in 2026, but have been included in this resolution as a potential borrowing in the event that cash is needed for any unanticipated projects within those funds.
- The Fire Sales Tax purchases are scheduled to be purchased with cash in 2026,

but have been included in this resolution as a potential borrowing in the event that cash is needed for unanticipated projects within those funds.

- The City may use either Special Obligation Bonds or a bank lease/purchase agreement instrument as the debt financing method.
- Discussions were held during the budget process with the Budget Committee on the usage of debt financing for these purchases.
- IRS requirements allow for a government entity to go back 60 days from the date of a resolution of intent to reimburse itself using a tax-exempt debt financing.
- To provide the City with maximum financing flexibility, staff is recommending the Council approve the attached reimbursement resolution.

Background:

The City will be acquiring certain vehicles, equipment and property improvements during 2026. The 2026 General Fund, Capital Sales Tax and Fire Sales Tax Fund anticipates using cash for its 2026 purchases and projects. To provide maximum flexibility for 2026 budget management, a reimbursement resolution should be passed. Staff recommends approval of the attached resolution

Previous Action (if applicable):

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended:11/13/2025
	Public Safety Sales Tax Oversight Committee	Completed/Recommended: 10/30/2025
X	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:	Amount:
	Funding Source:	Amount:

Attachments:

1. 2026 Resolution of Intent

RESOLUTION NO. _____

A RESOLUTION TO DECLARE THE OFFICIAL INTENT OF THE CITY OF LIBERTY,
MISSOURI TO FINANCE THE COST OF ACQUIRING CERTAIN EQUIPMENT AND
VEHICLES AND MAKING CAPITAL IMPROVEMENTS USING TAX EXEMPT DEBT
FINANCING

WHEREAS, the City of Liberty, Missouri (the "City") may finance or reimburse the cost of certain capital projects, equipment and/or vehicles for the City, including police vehicles and equipment, IT equipment, Capital Sales Tax Fund Public Works vehicles and Fire Sales Tax vehicles and equipment; (altogether known as "Projects, Equipment and Vehicles").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri that:

The City Council hereby finds it necessary and declares its intent to finance the cost of certain capital projects and costs associated with acquiring and installing the Projects, Equipment and Vehicles. The City has made, or expects to make expenditures in connection with certain Projects, Equipment and Vehicles, and the City may reimburse itself for such expenditures with the proceeds from a tax-exempt financing (the "Financing") to be entered into by or for the benefit of the City. The approximate maximum principal amount anticipated for the Financing is \$2,031,500.00, plus any additional amounts necessary to pay the cost associated with the issuance of the Financing; and

BE IT FURTHER RESOLVED that the City selects Piper Sandler & Co, as its financial advisor, and Gilmore & Bell, P.C., as bond counsel, for the Financing. The delivery of the Financing is subject to obtaining a final principal amount, interest rates and documents which are acceptable to the City; and

BE IT FURTHER RESOLVED that the City Administrator, Assistant City Administrator, Deputy City Clerk and other officers and representatives of the City are hereby authorized and directed to take such actions as may be necessary to carry out the offering for sale of the Financing.

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK