



Agenda

City Council Regular Session

Monday, November 27, 2023 - 7:00 PM
Council Chambers

- I. Call to Order**
- II. Invocation and Pledge of Allegiance**
 - A. COUNCIL MEMBER GENE GENTRUP
- III. Roll Call**
- IV. Approve Minutes and Summaries**
- V. Citizens' Participation**
- VI. Meeting Schedule**
- VII. Consent Agenda**
- VIII. Public Hearings**
- IX. Ordinances, Contracts and Resolutions**
 - A. ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS FOR THE PERIOD OF NOVEMBER 3, 2023 TO NOVEMBER 17, 2023
 - B. ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH KITCH'S LAWN CARE FOR 2024 MOWING SERVICES AT FAIRVIEW, NEW HOPE AND MOUNT MEMORIAL CEMETERIES IN AN AMOUNT NOT TO EXCEED \$56,000.00
 - C. ORDINANCE APPROVING A CONTRACT WITH FLOCK SAFETY FOR THE INSTALLATION, MAINTENANCE, AND ACCESS OF DATA FOR SAFETY CAMERAS IN AN AMOUNT NOT TO EXCEED \$35,000.00
 - D. ORDINANCE APPROVING A SANITARY SEWER EXTENSION AND COST REIMBURSEMENT AGREEMENT WITH PROMINENCE HOLDINGS, LLC FOR THE CONSTRUCTION OF A GRAVITY SANITARY SEWER INTERCEPTOR
 - E. ORDINANCE APPROVING A ONE-MONTH KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) CONTRACT FOR IRIS (ZTRIP) FLEX TRANSPORTATION SERVICE PILOT PROGRAM WITHIN THE CITY OF LIBERTY, EFFECTIVE DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023
 - F. ORDINANCE AMENDING CHAPTER 20, "MOTOR VEHICLES & TRAFFIC," OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI
 - G. RESOLUTION ACCEPTING 7 N. WATER STREET FROM 7 N. WATER STREET, LLC
- X. Other Business**

- XI. Miscellaneous Matters from City Administrator**
- XII. Miscellaneous Matters from Mayor and City Council**
- XIII. Adjournment**

**ADA Accessible entrance is available from Missouri Street at the Police Department entrance.
An elevator will provide access to the second floor – Council Chambers**

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF November 3, 2023 TO November 17, 2023

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	10	\$ 566,269.56
CAPTIAL SALES TAX FUND	50	\$ 400,943.11
TRANSPORTATION SALES TAX FUND	52	\$ 11,050.43
FIRE SALES TAX FUND	58	\$ 11,447.28
PARKS FUND	60	\$ 2,725.33
SPORTS COMPLEX FUND	61	\$ 15,939.40
COMMUNITY CENTER FUND	65	\$ 23,915.14
TRANSIENT GUEST TAX FUND	67	\$ 17,752.68
CEMETERY MAINTENANCE FUND	73	\$ 3,223.97
WATER OPERATING FUND	90	\$ 138,543.82
WASTEWATER OPERATING FUND	92	\$ 63,768.65
WATER CAPITAL FUND	94	\$ 6,282.41
WASTEWATER CAPITAL FUND	96	\$ 213,376.07
SOLID WASTE FUND	98	\$ 166,611.64
PAYROLL CHECKS & BENEFITS	11/17/23	\$ 1,267,874.38
TOTAL APPROPRIATIONS		<u><u>\$ 2,909,723.87</u></u>

PASSED by the Council this 27th day of November, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 27th day of November, 2023.

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

NOVEMBER 10th CHECKS

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
ADVANCED VALVE TECHNOLOG 000716		183902	11/10/23	WWT EZ VALVE 20"	53,770.03	044062	004612	230119	F N W	CONST CNTRCT-LIT	96.70.901.36.7510
ALL COPY PRODUCTS, INC. 000492		183903	11/10/23	PKS POSTAGE MTR LEASE	229.63	043981	35218703		P - W	OFFICE EQUIPMENT	60.60.415.14.5551
AMERICAN DIGITAL SECURIT 004908		183904	11/10/23	ACTL ALARM MONITORING	48.95	043982	INV0020842		P - W	FACILITIES SECUR	10.20.051.14.5554
		183904	11/10/23	ST ALARM MONITORING	24.95	044017	INV0021259		P - W	BUILDING MAINTEN	10.70.225.14.5571
					73.90	*CHECK TOTAL					
VENDOR TOTAL					73.90						
AMSOIL INC 004757		183905	11/10/23	WWT CLOCK	28.00	044018	21978320 RI		P - W	GENERAL SUPPLIES	92.70.902.04.5001
ANCHOR TRUCKING SERVICE 004656		183906	11/10/23	HAULING EQUIP	400.00	044019	23-8011		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
APEX CONCRETE COATINGS 000592		183907	11/10/23	CCTR LOWER RR DRAINS	1,884.27	044063	1107		P N W	BUILDING MAINTEN	65.60.491.14.5571
ARC PHYSICAL THERAPY PLU 006467		183908	11/10/23	POL PRE EMPLOY TEST	150.00	043983	1102231267		P N W	EMPLOYMENT TESTI	10.40.500.08.5392
BARTS ELECTRIC CO INC 002795		183909	11/10/23	CCTR THEATER LIGHTS	276.50	044064	27397		P - W	BUILDING MAINTEN	65.60.491.14.5571
BC HARDSCAPES LLC 005829		183910	11/10/23	GALLATIN ST PROJECT	13,539.00	044020	631 GALLATIN		P - W	CONST CNTRCT-LIT	96.70.901.36.7510
BOONE/BRADLEY JASON 007562		1961	11/08/23	NETWORK SECURITY	8,159.00	044015	063		P N H	CONTRACT LABOR	10.90.132.08.5397
BOUND TREE MEDICAL LLC 002300		183911	11/10/23	FIRE EMS SUPPLIES	210.00	043984	85138499		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
		183911	11/10/23	FIRE EMS SUPPLIES	70.00	043985	85135758		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
					280.00	*CHECK TOTAL					
VENDOR TOTAL					280.00						
BRADY INDUSTRIES OF KANS 000081		183912	11/10/23	2023 CUSTODIAL SUPPLIES	627.94	044065	8425895	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
BRYANT/COLE CHRISTOPHER 000616		183913	11/10/23	CCTR SWIM INSTR	105.00	044021	11/2-11/4		P N W	PRIVATE SWIMMING	65.60.417.08.8125
CANON FINANCIAL SERVICES 000342		183914	11/10/23	COPIER LEASE	76.00	044022	31412601		P - W	COPIER LEASE & U	10.80.151.04.5110
		183914	11/10/23	COPIER LEASE	76.00	044022	31412601		P - W	COPIER LEASE & U	10.70.201.04.5110
					152.00	*CHECK TOTAL					
VENDOR TOTAL					152.00						

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CENTRAL JACKSON CO FPD		008355									
183915		11/10/23		FIRE CPR CARDS	30.00	043986	TC23-174		P - W	CPR TRAINING SUP	10.50.315.04.5025
CENTRALSQUARE TECHNOLOGI		000236									
183916		11/10/23		POL CRIME MAPPING	2,925.00	044066	394594		P - W	SOFTWARE MAINTEN	10.40.512.14.5591
CHARTER COMMUNICATIONS		004364									
183917		11/10/23		CABLE SERVICE	592.22	044023	110123		P N W	MISCELLANEOUS FE	65.60.491.08.5399
183917		11/10/23		CABLE SERVICE	1,150.45	044023	110123		P N W	TELECOMMUNICATIO	10.90.132.12.5455
					1,742.67	*CHECK TOTAL					
VENDOR TOTAL					1,742.67						
CHUCK ANDERSON FORD INC		006320									
183918		11/10/23		PW FORD TRUCKS	61,527.60	044067	16010	230060	P - W	CAPITAL EQUIPMEN	50.70.201.36.7201
CINTAS FIRST AID & SAFET		004991									
183919		11/10/23		1ST AID SUPPLIES	212.61	044024	5183087144		P - W	MAINTENANCE MATE	10.95.140.04.5009
CLAY CO PUBLIC HEALTH CE		007626									
183920		11/10/23		CCTR 2024 FOOD PERMIT	196.50	044025	06-0045		P - W	OTHER PREPAYMENT	65.1810
183920		11/10/23		AGING 2024 FOOD PERMIT	196.50	044025	06-0045		P - W	OTHER PREPAYMENT	10.1810
					393.00	*CHECK TOTAL					
VENDOR TOTAL					393.00						
COMMERCIAL INDUSTRIAL SU		006693									
183921		11/10/23		ST PRESSURE WASHER RPR	300.00	044026	2310105		P - W	GENERAL SUPPLIES	10.70.225.04.5001
CONRAD FIRE EQUIPMENT IN		003684									
183922		11/10/23		FIRE #605 CAB LIFT CYLIN	3,203.18	044027	571441		P - W	VEHICLE MAINTENA	10.50.301.14.5541
183922		11/10/23		FIRE #605 WINDOW REG	954.51	044028	571442		P - W	VEHICLE MAINTENA	10.50.301.14.5541
183922		11/10/23		FIRE SCBA SUPPLIES	100.00	044029	571263		P - W	SCBA SUPPLIES	10.50.301.04.5099
					4,257.69	*CHECK TOTAL					
VENDOR TOTAL					4,257.69						
CRAWFORD, MURPHY & TILLY		000415									
183923		11/10/23		PW BARRIER DESIGN	10,445.43	044068	0231023	230091	P - W	OVERLAY PROGRAM	52.75.607.14.5501
183923		11/10/23		PW ADA COMPLIANT DESIGN	605.00	044069	0231026	230106	P - W	SIDEWALK MAINTEN	52.75.607.14.5625
					11,050.43	*CHECK TOTAL					
VENDOR TOTAL					11,050.43						
CROOKS/MORGAN		.14707									
183924		11/10/23		REFUND SUNLIFE OVERPMT	5.00	044030	REFUND		P - W	LONG TERM INS-SU	10.2165
CYCLONE INC		000095									
183925		11/10/23		FIRE PORT A POT	90.00	043987	39786		P - W	BUILDING MAINTEN	10.50.300.14.5571
DELL MARKETING LP		000189									
183926		11/10/23		T&L MONITORS	2,666.85	043988	10705638692		P N W	MINOR COMPUTER E	10.90.132.18.5605

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
DREXEL TECHNOLOGIES			002272					
183927	11/10/23	T&L PLOTTER MAINT	120.00	043989	INV119256		P - W MAINT-OFFICE EQU	10.90.132.14.5551
EVERGY			008892					
1960	11/07/23	ELECTRIC SERVICE	990.09	044016	OCT		P - H ELECTRIC	10.20.051.12.5401
1960	11/07/23	ELECTRIC SERVICE	2,291.60	044016	OCT		P - H ELECTRIC	10.50.300.12.5401
1960	11/07/23	ELECTRIC SERVICE	7,752.32	044016	OCT		P - H ELECTRIC	10.70.221.12.5401
1960	11/07/23	ELECTRIC SERVICE	697.50	044016	OCT		P - H ELECTRIC	10.70.225.12.5401
1960	11/07/23	ELECTRIC SERVICE	62,806.50	044016	OCT		P - H ELECTRICITY-STRE	10.70.225.12.5405
1960	11/07/23	ELECTRIC SERVICE	1,499.22	044016	OCT		P - H ELECTRICITY-TRAF	10.70.225.12.5406
1960	11/07/23	ELECTRIC SERVICE	23.97	044016	OCT		P - H ELECTRIC	73.70.226.12.5401
1960	11/07/23	ELECTRIC SERVICE	1,307.00	044016	OCT		P - H ELECTRIC	60.60.420.12.5401
1960	11/07/23	ELECTRIC SERVICE	5,030.19	044016	OCT		P - H ELECTRIC	61.60.458.12.5401
1960	11/07/23	ELECTRIC SERVICE	13,145.39	044016	OCT		P - H ELECTRIC	65.60.491.12.5401
1960	11/07/23	ELECTRIC SERVICE	37,188.89	044016	OCT		P - H ELECTRIC	90.70.802.12.5401
1960	11/07/23	ELECTRIC SERVICE	35,709.21	044016	OCT		P - H ELECTRIC	92.70.902.12.5401
			168,441.88	*CHECK TOTAL				
VENDOR TOTAL			168,441.88					
FLEX MADE EASY			005921					
183929	11/10/23	FLEX SPENDING ACCT FEES	40.00	044031	LIB OCT 2023		P N W MISCELLANEOUS FE	10.25.011.08.5399
FRATERNAL ORDER OF POLIC			004537					
183930	11/10/23	PAYROLL DEDUCTION	1,614.00	044032	OCT		P - W UNION DUES PAYAB	10.2190
GALL'S INC			005394					
183931	11/10/23	FIRE UNIFORMS	228.45	043990	026106417		P - W CLOTHING EXPENSE	10.50.301.38.5812
183931	11/10/23	FIRE UNIFORMS	37.76	043991	026106462		P - W CLOTHING EXPENSE	10.50.301.38.5812
183931	11/10/23	FIRE UNIFORMS	75.62	043992	026066419		P - W CLOTHING EXPENSE	10.50.301.38.5812
183931	11/10/23	FIRE UNIFORMS	186.94	043993	026066418		P - W CLOTHING EXPENSE	10.50.301.38.5812
183931	11/10/23	FIRE UNIFORMS	15.60	043994	026080512		P - W CLOTHING EXPENSE	10.50.301.38.5812
183931	11/10/23	FIRE UNIFORMS	47.84	043995	026074495		P - W CLOTHING EXPENSE	10.50.301.38.5812
183931	11/10/23	FIRE UNIFORMS	75.62	043996	026089731		P - W CLOTHING EXPENSE	10.50.301.38.5812
			667.83	*CHECK TOTAL				
VENDOR TOTAL			667.83					
GOVWATCH LLC			006221					
183932	11/10/23	GOVWATCH SUBSCRIPTION	2,000.00	043997	110092		P - W MISCELLANEOUS EX	10.10.101.38.5989
GUILD COLLECTIVE			000147					
183933	11/10/23	ADVERTISING	2,797.79	044033	3108		P N W ADVERTISING	67.20.061.08.5371
183933	11/10/23	ADVERTISING	2,350.28	044034	3145		P N W ADVERTISING	67.20.061.08.5371
183933	11/10/23	MARKETING VISIT LIBERTY	4,925.00	044070	3107	230022	P N W CONSULTING SERV-	67.20.061.08.5342
183933	11/10/23	MARKETING VISIT LIBERTY	4,925.00	044071	3144	230022	P N W CONSULTING SERV-	67.20.061.08.5342
			14,998.07	*CHECK TOTAL				
VENDOR TOTAL			14,998.07					
HEARTLAND COCA-COLA			000076					
183934	11/10/23	PKS COCA COLA PRODUCTS	388.38	044072	38330932013	230028	F N W CONCESSION	61.60.458.04.5007

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
HEARTLAND TRAFFIC SERVIC 000586									
183935	11/10/23	PW PAVEMENT MARKINGS	48,372.75	044073	235068-001		230114	P - W OVERLAY PROGRAM	50.75.604.36.7515
183935	11/10/23	PW PAVEMENT MARKINGS	7,356.00	044074	235068-002		230114	P - W OVERLAY PROGRAM	50.75.604.36.7515
			55,728.75	*CHECK TOTAL					
		VENDOR TOTAL	55,728.75						
HERITAGE-CRYSTAL CLEAN, 000309									
183936	11/10/23	PKS WASTE OIL SERVICE	75.00	043998	18313937			P - W VEHICLE MAINTENA	60.60.420.14.5541
HILL/DAVID 000528									
183937	11/10/23	CCTR SWIM INSTR	378.00	044035	11/4-11/5			P N W PRIVATE SWIMMING	65.60.417.08.8125
183937	11/10/23	CCTR SWIM INSTR	52.00	044035	11/4-11/5			P N W SEMI-PRIVATE SWI	65.60.417.08.8123
			430.00	*CHECK TOTAL					
		VENDOR TOTAL	430.00						
IDEKER INC 005268									
183938	11/10/23	ST ASPHALT	757.48	044036	23801			P - W ASPHALT-STREET R	50.75.607.14.5621
183938	11/10/23	ST ASPHALT	161.16	044037	23813			P - W ASPHALT-STREET R	50.75.607.14.5621
183938	11/10/23	ST ASPHALT	289.30	044038	23821			P - W ASPHALT-STREET R	50.75.607.14.5621
			1,207.94	*CHECK TOTAL					
		VENDOR TOTAL	1,207.94						
JANI-KING OF KANSAS CITY 000696									
183948	11/10/23	CCTR CLEANING SERVICES	1,150.00	043999	KSC10230761			P - W CONTRACT LABOR	65.60.491.08.5397
JOEL REINOEHL MARKETING 000012									
183939	11/10/23	PKS FIELD SPONSORSHIP	360.00	044000	BR011			P N W MISCELLANEOUS FE	61.60.458.08.5399
183939	11/10/23	PKS FIELD SPONSORSHIP	264.69	044001	PS0011			P N W MISCELLANEOUS FE	61.60.458.08.5399
183939	11/10/23	PKS FIELD SPONSORSHIP	129.94	044001	PS0011			P N W SPONSORSHIPS	65.60.491.08.5398
183939	11/10/23	PKS FIELD SPONSORSHIP	86.62	044001	PS0011			P N W CONTRACT LABOR	60.60.415.08.5397
183939	11/10/23	PKS GOLF SPONSORSHIP	120.00	044039	MEC003			P N W CONTRACT LABOR	60.60.415.08.5397
			961.25	*CHECK TOTAL					
		VENDOR TOTAL	961.25						
JONES/NATHAN 005257									
183940	11/10/23	CCTR SWIM INSTR	36.00	044040	11/5			P N W PRIVATE SWIMMING	65.60.417.08.8125
183940	11/10/23	CCTR SWIM INSTR	52.00	044040	11/5			P N W SEMI-PRIVATE SWI	65.60.417.08.8123
			88.00	*CHECK TOTAL					
		VENDOR TOTAL	88.00						
K C MO WATER SERVICES 003552									
183941	11/10/23	WWT SERVICES	2,186.83	044002	527657-320655			P - W SEWAGE TREATMENT	92.70.902.08.5394
K C WINWATER WORKS CO 002767									
183942	11/10/23	WTR INVENTORY	10,077.00	044041	318210 01			P - W INVENTORY-MATERI	90.1700
183942	11/10/23	WWT INVENTORY	241.64	044042	318210 01			P - W INVENTORY-MATERI	92.1700
			10,318.64	*CHECK TOTAL					
		VENDOR TOTAL	10,318.64						

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
KOHL WHOLESALE INC 000713		183943	11/10/23	PKS CONCESSION FOOD	668.68	044075	496661	230040	F - W	CONCESSION	61.60.458.04.5007
LEINTZ LAWN & CONSTRUCTI 000566		183944	11/10/23	CEM BURIAL SERVICES	1,100.00	044003	2060		P N W	CONTRACT LABOR	73.70.226.08.5397
LIBERTY SOLAR, LLC 006703		183945	11/10/23	SOLAR SERVICES	2,881.96	044043	52		P N W	ELECTRIC	61.60.458.12.5401
		183945	11/10/23	SOLAR SERVICES	7,335.33	044043	52		P N W	ELECTRIC	90.70.802.12.5401
		183945	11/10/23	SOLAR SERVICES	819.71	044043	52		P N W	ELECTRIC	92.70.902.12.5401
					11,037.00	*CHECK TOTAL					
VENDOR TOTAL					11,037.00						
LIBERTY SPORTS OFFICIALS 009209		183946	11/10/23	PKS OFFICIATING SERVICES	2,291.00	044076	FALL 11 2023	230011	P - W	CONTRACT LABOR	61.60.458.08.5397
MADDEN MEDIA 006202		183947	11/10/23	ADVERTISING	336.63	044044	2023-020923		P N W	ADVERTISING	67.20.061.08.5371
MEALS ON WHEELS 003134		183949	11/10/23	AGING SUBSIDIZED MEALS	4,151.50	044004	4		P - W	MEALS ON WHEELS	10.60.481.04.5064
MIDWEST DIESEL PERFORMAN 000533		183950	11/10/23	WTR #123 OIL LEAK	908.44	044045	1620		P N W	VEHICLE MAINTENA	90.70.801.14.5541
		183950	11/10/23	WWT #126 OIL LEAK	900.53	044046	1625		P N W	VEHICLE MAINTENA	92.70.901.14.5541
					1,808.97	*CHECK TOTAL					
VENDOR TOTAL					1,808.97						
MISSISSIPPI LIME CO INC 005761		183951	11/10/23	WTR HYDRATED LIME	8,297.55	044077	1697166	230034	P - W	CHEMICALS	90.70.802.04.5010
MO DEPT OF LABOR & INDUS 000272		183952	11/10/23	HR REIMB BENEFIT	596.56	044005	10.25.2023		P - W	UNEMPLOYMENT CLA	10.2208
MO ONE CALL SYSTEM INC 004393		183953	11/10/23	UTIL LOCATES	427.28	044047	3100216		P - W	MISSOURI ONE CAL	90.70.801.08.5305
		183953	11/10/23	UTIL LOCATES	427.27	044047	3100216		P - W	MISSOURI ONE CAL	92.70.901.08.5305
					854.55	*CHECK TOTAL					
VENDOR TOTAL					854.55						
MOAZ CONSTRUCTION INC 006100		183954	11/10/23	WTR CONCRETE	1,581.15	044048	117		P - W	MAINS & LINES MA	90.70.801.14.5532
MYRICK MECHANICAL 000669		183955	11/10/23	2023 HVAC MAINT & REPAIR	631.00	044078	1576	230093	P - W	BUILDING MAINTEN	10.95.140.14.5571
ONSOLVE, LLC 006388		183956	11/10/23	T&L MAINT RENEWAL	8,541.01	044049	15295479		P - W	OTHER PREPAYMENT	10.1810

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
PACE ANALYTICAL SERVICES 005664									
183957	11/10/23	WWTP LAB SERVICES	1,011.60	044079	2360194437	230015	P - W	LAB FEES	92.70.902.08.5365
183957	11/10/23	WWTP LAB SERVICES	1,025.10	044080	2360194626	230015	P - W	LAB FEES	92.70.902.08.5365
			2,036.70	*CHECK TOTAL					
		VENDOR TOTAL	2,036.70						
PETTY CASH/LIBERTY COMM 003524									
183958	11/10/23	AGING B-DAY SUPPLIES	100.00	044050	PETTY CASH		P - W	PROGRAM SUPPLIES	10.60.483.04.5099
183958	11/10/23	PKS MILEAGE	102.70	044050	PETTY CASH		P - W	MISCELLANEOUS EX	61.60.458.38.5989
183958	11/10/23	PKS MILEAGE	113.97	044050	PETTY CASH		P - W	MISCELLANEOUS EX	65.60.491.38.5989
183958	11/10/23	PKS MILEAGE	122.49	044050	PETTY CASH		P - W	TRAINING TRAVEL	60.60.415.06.5210
183958	11/10/23	PKS MILEAGE	102.84	044050	PETTY CASH		P - W	TRAINING TRAVEL	60.60.415.06.5210
183958	11/10/23	CCTR CHILDWATCH SUPPLIES	13.75	044050	PETTY CASH		P - W	CHILD CARE PROGR	65.60.417.08.8701
			555.75	*CHECK TOTAL					
		VENDOR TOTAL	555.75						
PITTMAN SUPPORT SERVICES 000641									
183959	11/10/23	FIN SUPPORT SERVICES	4,968.80	044006	23-006		P - W	CONTRACT LABOR	10.30.130.08.5397
PRIME ASPHALT AND CONCRE 000741									
183960	11/10/23	WTR PARKING LOT REPAIRS	23,100.00	044081	21356	230141	F - W	MAINS & LINES MA	90.70.801.14.5532
PROFESSIONAL PEST SOLUTI 006333									
183961	11/10/23	PEST CONTROL	43.00	044051	12556		P - W	BUILDING MAINTEN	10.70.225.14.5571
183961	11/10/23	PEST CONTROL	40.00	044052	12565		P - W	FACILITIES MAINT	10.70.221.14.5572
			83.00	*CHECK TOTAL					
		VENDOR TOTAL	83.00						
PUBLIC WATER DIST #5 002759									
183962	11/10/23	WTR SERVICE	219.30	044007	0215		P - W	WATER PURCHASES-	90.70.802.08.5390
183962	11/10/23	WWT WTR SERVICE	53.40	044008	0369		P - W	LIFT STATION MAI	92.70.902.14.5525
			272.70	*CHECK TOTAL					
		VENDOR TOTAL	272.70						
PURCELL TIRE AND RUBBER 001787									
183963	11/10/23	ST VEH TIRES	297.00	044054	3273017		P - W	VEHICLE MAINTENA	10.70.225.14.5541
183963	11/10/23	ST VEH TIRES	471.60	044061	3272724		P - W	VEHICLE MAINTENA	10.70.225.14.5541
			768.60	*CHECK TOTAL					
		VENDOR TOTAL	768.60						
RBE LAWN CARE LLC 006213									
183964	11/10/23	FORCED MOWS	1,200.00	044055	8493		P N W	CONTRACT LABOR	10.70.225.08.5397
REPUBLIC SERVICES #468 008397									
183965	11/10/23	SOLID WASTE COLLECTION	128,110.58	044056	3-0468-0011069		P - W	NEIGHBORHOOD COL	98.70.227.08.5381
183965	11/10/23	RECYCLING COLLECTION	38,501.06	044056	3-0468-0011069		P - W	NEIGHBORHOOD COL	98.70.227.08.5381
			166,611.64	*CHECK TOTAL					
		VENDOR TOTAL	166,611.64						

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
ROOTX				000369						
		183966 11/10/23		WWT ROOT CONTROL PRODUCT	4,920.00		044057 80065		P - W MAINS & LINES MA	92.70.901.14.5532
SANS INSTITUTE INC				003323						
		183967 11/10/23		IT SECURITY TRAINING	18,630.00		044082 24047	230136	F - W REGISTRATION FEE	10.90.132.06.5251
SHOGER/LAUREL				005680						
		183968 11/10/23		CCTR SWIM INSTR	54.00		044058 11/5		P N W PRIVATE SWIMMING	65.60.417.08.8125
SQUAREWORK LLC				000745						
		183969 11/10/23		HH EVENT RENTAL SPACE	200.00		044083 1645140		P N W HOMETOWN HOLIDAY	67.20.061.38.5809
STATE OF MISSOURI				006535						
		1962 11/08/23		GEMT PROGRAM-FINAL	3,399.38		044014 GEMT		P - H A/R REIMBURSEABL	58.1405
STRATHMAN/AMY E				006050						
		183970 11/10/23		CCTR SWIM INSTR	36.00		044059 11/4		P N W PRIVATE SWIMMING	65.60.417.08.8125
SUMNERONE INC				005662						
		183971 11/10/23		T&L ANNUAL MAINT	212.55		044009 3728640		P - W MAINT-OFFICE EQU	10.90.132.14.5551
		183971 11/10/23		FIN TONER CARTRIDGE	118.00		044084 3746022		P - W GENERAL SUPPLIES	10.30.130.04.5001
		183971 11/10/23		TONER CARTRIDGE	21.67		044085 3748829		P - W GENERAL SUPPLIES	10.30.130.04.5001
		183971 11/10/23		TONER CARTRIDGE	21.67		044085 3748829		P - W GENERAL SUPPLIES	90.30.133.04.5001
		183971 11/10/23		TONER CARTRIDGE	21.66		044085 3748829		P - W GENERAL SUPPLIES	92.30.134.04.5001
					395.55		*CHECK TOTAL			
				VENDOR TOTAL	395.55					
SUNSET TRAILS STABLES, L				000744						
		183972 11/10/23		HOMETOWN DEPOSIT	337.50		044010 000151		P - W HOMETOWN HOLIDAY	67.20.061.38.5809
SUTTON/KATELYN DANIELLE				000327						
		183973 11/10/23		CCTR SWIM INSTR	80.00		044060 11/1-11/6		P N W PRIVATE SWIMMING	65.60.417.08.8125
		183973 11/10/23		CCTR SWIM INSTR	50.00		044060 11/1-11/6		P N W SWIM TEAM BASICS	65.60.417.08.8121
		183973 11/10/23		CCTR SWIM INSTR	20.00		044060 11/1-11/6		P N W SWIM TEAM BASICS	65.60.417.08.8121
		183973 11/10/23		CCTR SWIM INSTR	20.00		044060 11/1-11/6		P N W SPECIALTY SWIM P	65.60.417.08.8128
					170.00		*CHECK TOTAL			
				VENDOR TOTAL	170.00					
SYNERGY SERVICES INC				005964						
		183974 11/10/23		DOMESTIC VIOLENCE FUND	904.00		044011 OCT 2023		P - W DOMESTIC VIOLENC	10.2472
TAXPAYERS UNLIMITED INC				004954						
		183975 11/10/23		FIRE DUES	20.00		044086 OCT		P - W UNION DUES PAYAB	10.2188
TOMPKINS INDUSTRIES INC				005821						
		183976 11/10/23		ST VEH MAINT	70.04		044087 405572829		P - W VEHICLE MAINTENA	10.70.225.14.5541
TRAVELERS INDEMNITY COMP				000432						
		183977 11/10/23		DEDUCTIBLE	292.00		044088 #FYC7405		P - W LIABILITY DEDUCT	90.70.801.16.5732

Payments by Vendor

VENDOR NAME AND NUMBER			CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
TRAVELERS INDEMNITY COMP 000432												
183977 11/10/23 DEDUCTIBLE						5,000.00	044089	FOF0801		P - W	LIABILITY DEDUCT	90.70.801.16.5732
						5,292.00	*CHECK TOTAL					
VENDOR TOTAL						5,292.00						
ULINE, INC 000630												
183978 11/10/23 OFFICE FURNITURE						1,880.48	044012	8526578		P - W	CONTRIBUTIONS TO	67.20.061.38.5807
UNIFIRST CORPORATION 002825												
183979 11/10/23 CCTR MATS						96.31	044090	3281102535		P - W	MISC EQUIPMENT M	65.60.491.14.5559
UNITE PRIVATE NETWORKS L 005621												
183928 11/10/23 TELECOMMUNICATIONS						8,572.00	044091	SI-23-039804		P N W	TELECOMMUNICATIO	10.90.132.12.5455
USIC LOCATING SERVICES I 006076												
183980 11/10/23 UTIL LOCATES						8,081.14	044092	621084		P - W	CONTRACT LABOR	90.70.801.08.5397
183980 11/10/23 UTIL LOCATES						8,081.14	044092	621084		P - W	CONTRACT LABOR	92.70.901.08.5397
						16,162.28	*CHECK TOTAL					
VENDOR TOTAL						16,162.28						
VALVOLINE LLC 005460												
183981 11/10/23 FIRE #603 OIL CHANGE						34.99	044093	65701		P - W	VEHICLE MAINTENA	10.50.321.14.5541
VANCE BROTHERS INC 000957												
183982 11/10/23 ST EMULSION						330.75	044094	ZH00029208		P - W	ASPHALT-STREET R	50.75.607.14.5621
183982 11/10/23 ST ASPHALT						4,404.71	044095	IG00022668		P - W	ASPHALT-STREET R	50.75.607.14.5621
183982 11/10/23 ST ASPHALT						1,810.52	044096	IG00022696		P - W	ASPHALT-STREET R	50.75.607.14.5621
						6,545.98	*CHECK TOTAL					
VENDOR TOTAL						6,545.98						
VSM ENGINEERING LLC 000471												
183983 11/10/23 WTR WATERMAIN MISSISSIPP						4,870.00	044097	1135	230085	P - W	ENGINEERING DESI	94.70.801.36.7501
WALKER/KALEY .14706												
183984 11/10/23 CCTR REFUND MEMBERSHIP						39.50	044013	1977829		P - W	REFUNDS PAYABLE	65.2265
WEX BANK 005626												
183985 11/10/23 FUEL-OCT						38,679.27	044098	92970545		P - W	INVENTORY-GASOLI	10.1720
ZOLL MEDICAL CORPORATION 006014												
183986 11/10/23 FIRE EMS SUPPLIES						135.78	044099	3840417		P - W	MEDICAL SUPPLIES	10.50.311.04.5003

NOVEMBER 17th CHECKS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
AFFORDABLE AUTO GLASS 003611	183987	11/17/23	ST #705 REPL WINDSHIELD	275.00	044130	49424			P N W VEHICLE MAINTENA	10.70.225.14.5541
ALEX AIR APPARATUS 2 LLC 005728	183988	11/17/23	FIRE SCBA COMPRESSOR	898.66	044131	7515			P N W SCBA SUPPLIES	10.50.301.04.5099
ALLIED OIL & TIRE COMPAN 004711	183989	11/17/23	WTR DEF	237.72	044132	686399-00			P - W VEHICLE MAINTENA	90.70.801.14.5541
	183989	11/17/23	WWT DEF	237.72	044132	686399-00			P - W VEHICLE MAINTENA	92.70.901.14.5541
				475.44		*CHECK TOTAL				
VENDOR TOTAL				475.44						
AMEREN MISSOURI 007206	1963	11/17/23	ELECTRIC SERVICE	53.32	044208	54334-08113			P - H ELECTRIC	90.70.801.12.5401
	1963	11/17/23	ELECTRIC SERVICE	33.31	044209	29334-08115			P - H ELECTRICITY-STRE	10.70.225.12.5405
	1963	11/17/23	ELECTRIC SERVICE	14.38	044210	48334-08115			P - H EMERGENCY MGT MA	10.50.300.14.5553
				101.01		*CHECK TOTAL				
VENDOR TOTAL				101.01						
AMERICAN RESPONSE VEHICL 005616	183990	11/17/23	FIRE #626 DOOR LATCHES	77.68	044100	13882			P - W VEHICLE MAINTENA	10.50.311.14.5541
AMERIGLASS CLEANING INC 006196	183991	11/17/23	FIRE WINDOW CLEANING	80.00	044133	186162			P - W BUILDING MAINTEN	10.50.300.14.5571
BARDWELL/KATHARINE 000724	183992	11/17/23	CCTR SWIM INSTR	16.00	044213	11/7			P N W PRIVATE SWIMMING	65.60.417.08.8125
BLACK & MCDONALD ELECTRI 006424	183993	11/17/23	PWK ST LIGHT MAINT	134.31	044134	76-1552353			P - W STREET/TRAFFIC L	10.70.201.14.5556
	183993	11/17/23	PWK ST LIGHT MAINT	268.62	044135	76-1552354			P - W STREET/TRAFFIC L	10.70.201.14.5556
	183993	11/17/23	PWK ST LIGHT MAINT	134.31	044136	76-1555091			P - W STREET/TRAFFIC L	10.70.201.14.5556
	183993	11/17/23	PWK ST LIGHT MAINT	87.26	044137	76-1555092			P - W STREET/TRAFFIC L	10.70.201.14.5556
	183993	11/17/23	PWK ST LIGHT MAINT	67.16	044138	76-1543313			P - W STREET/TRAFFIC L	10.70.201.14.5556
	183993	11/17/23	PWK ST LIGHT MAINT	268.62	044139	76-1543315			P - W STREET/TRAFFIC L	10.70.201.14.5556
	183993	11/17/23	PWK ST LIGHT MAINT	201.47	044140	76-1543316			P - W STREET/TRAFFIC L	10.70.201.14.5556
	183993	11/17/23	PWK ST LIGHT MAINT	278.92	044141	76-1543318			P - W STREET/TRAFFIC L	10.70.201.14.5556
	183993	11/17/23	PWK ST LIGHT MAINT	993.16	044142	76-1543323			P - W STREET/TRAFFIC L	10.70.201.14.5556
	183993	11/17/23	PWK ST LIGHT MAINT	376.59	044143	76-1543324			P - W STREET/TRAFFIC L	10.70.201.14.5556
	183993	11/17/23	PWK ST LIGHT MAINT	297.88	044144	76-1543328			P - W STREET/TRAFFIC L	10.70.201.14.5556
	183993	11/17/23	PWK ST LIGHT MAINT	126.05	044145	76-1543329			P - W STREET/TRAFFIC L	10.70.201.14.5556
	183993	11/17/23	PWK ST LIGHT MAINT	328.49	044146	76-1543331			P - W STREET/TRAFFIC L	10.70.201.14.5556
	183993	11/17/23	TRAFFIC SIGNAL MAINT	14,175.00	044214	76-1549881			210074 P - W TRAFFIC SIGNAL U	50.75.606.14.5626
				17,737.84		*CHECK TOTAL				
VENDOR TOTAL				17,737.84						
BOUND TREE MEDICAL LLC 002300	183994	11/17/23	FIRE EMS SUPPLIES	1,077.32	044147	85146088			P - W MEDICAL SUPPLIES	10.50.311.04.5003
	183994	11/17/23	FIRE EMS SUPPLIES	72.90	044148	85143441			P - W MEDICAL SUPPLIES	10.50.311.04.5003

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
BOUND TREE MEDICAL LLC 002300									
183994	11/17/23	FIRE EMS SUPPLIES	115.30	044149	85149460		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
183994	11/17/23	FIRE EMS SUPPLIES	15.30	044150	85126756		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
			1,280.82	*CHECK TOTAL					
		VENDOR TOTAL	1,280.82						
BRADY INDUSTRIES OF KANS 000081									
183995	11/17/23	2023 CUSTODIAL SUPPLIES	21.38	044215	8432902	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
183995	11/17/23	2023 CUSTODIAL SUPPLIES	62.22	044216	8432901	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
183995	11/17/23	2023 CUSTODIAL SUPPLIES	62.22	044217	8432900	230009	P N W	MAINTENANCE MATE	10.95.140.04.5009
			145.82	*CHECK TOTAL					
		VENDOR TOTAL	145.82						
BRYANT/COLE CHRISTOPHER 000616									
183996	11/17/23	CCTR SWIM INSTR	135.00	044218	11/7-11/11		P N W	PRIVATE SWIMMING	65.60.417.08.8125
CENTRAL POWER SYSTEMS IN 001788									
183997	11/17/23	GENERATOR MAINT	1,367.01	044151	R114013221:01		P - W	VEHICLE MAINTENA	10.70.201.14.5541
183997	11/17/23	GENERATOR MAINT	1,174.17	044206	R114013426:01		P - W	VEHICLE MAINTENA	10.70.201.14.5541
			2,541.18	*CHECK TOTAL					
		VENDOR TOTAL	2,541.18						
CITY OF NORTH KANSAS CIT 001236									
184039	11/17/23	POL RANGE USE	100.00	044152	INV-00009436		P - W	ARMORY SUPPLIES	10.40.501.04.5051
CLAY CO DETENTION CENTER 000105									
183998	11/17/23	POL PRISONER HOUSING	118.68	044153	SEPT 23		P - W	PRISONER HOUSING	10.40.511.08.5373
183998	11/17/23	POL PRISONER HOUSING	593.40	044154	OCT 23		P - W	PRISONER HOUSING	10.40.511.08.5373
			712.08	*CHECK TOTAL					
		VENDOR TOTAL	712.08						
CLAY CO PUBLIC HEALTH CE 007626									
183999	11/17/23	PKS REINSPECTION-5 PLEX	239.00	044101	06-0060S		P - W	CONCESSION	61.60.458.04.5007
183999	11/17/23	PKS REINSPECTION-5 PLEX	239.00	044102	06-0059S		P - W	CONCESSION	61.60.458.04.5007
183999	11/17/23	2024 POOL PERMITS	900.00	044103	POOL PERMITS		P - W	OTHER PREPAYMENT	65.1810
			1,378.00	*CHECK TOTAL					
		VENDOR TOTAL	1,378.00						
COMMERCIAL AQUATIC SERVI 007993									
184000	11/17/23	CCTR HOT TUB UV RPRS	997.16	044104	48086-1		P - W	BUILDING MAINTEN	65.60.491.14.5571
CONRAD FIRE EQUIPMENT IN 003684									
184001	11/17/23	FIRE #611 BRAKE ROTOR	687.57	044155	571577		P - W	VEHICLE MAINTENA	10.50.301.14.5541
184001	11/17/23	FIRE #605 CAB CYLINDER	730.00	044156	571581		P - W	VEHICLE MAINTENA	10.50.301.14.5541
			1,417.57	*CHECK TOTAL					
		VENDOR TOTAL	1,417.57						
CORE & MAIN LP 008799									
184002	11/17/23	WTR SUPPLIES	306.70	044157	T735205		P - W	MAINS & LINES MA	90.70.801.14.5532

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CORE & MAIN LP				008799							
	184002	11/17/23	WTR	SUPPLIES	504.40	044158	T780808		P - W	MAINS & LINES MA	90.70.801.14.5532
					811.10	*CHECK TOTAL					
				VENDOR TOTAL	811.10						
CROSSLEY/DAVID				.14710							
	184003	11/17/23	FIRE	BUNKER BOOTS REIM	300.00	044159	46316		P - W	PROTECTIVE CLOTH	10.50.301.38.5813
CUMMINS SALES AND SERVIC				004424							
	184004	11/17/23	FIRE	#612 REAR SEAL RPR	6,082.51	044160	H9-78844		P - W	VEHICLE MAINTENA	10.50.301.14.5541
CUNNINGHAM, VOGEL & ROST				008654							
	184005	11/17/23	LEGAL	FEES	572.00	044161	68588		P N W	LEGAL FEES	10.90.132.08.5311
	184005	11/17/23	LEGAL	FEES	2,955.00	044162	68589		P N W	LEGAL FEES	10.20.021.08.5311
					3,527.00	*CHECK TOTAL					
				VENDOR TOTAL	3,527.00						
DREAMSEATS LLC				005668							
	184006	11/17/23	FIRE	OFFICE FURNITURE	8,047.90	044219	4759418	230109	F - W	MINOR EQUIPMENT	58.50.325.18.5601
DSG EQUIPMENT & SUPPLIES				004943							
	184007	11/17/23	OIL	CHANGE	75.00	044163	4592		P - W	VEHICLE MAINTENA	90.70.801.14.5541
	184007	11/17/23	OIL	CHANGE	75.00	044163	4592		P - W	VEHICLE MAINTENA	92.70.901.14.5541
	184007	11/17/23	OIL	CHANGE	75.00	044163	4592		P - W	VEHICLE MAINTENA	92.70.902.14.5541
					225.00	*CHECK TOTAL					
				VENDOR TOTAL	225.00						
EM SAR				004803							
	184008	11/17/23	FIRE	COT SERVICE AGREEMT	3,960.00	044105	SM-144960		P N W	MISC EQUIPMENT M	10.50.311.14.5559
ENCOMPAS				005038							
	184009	11/17/23	PW	REMODEL AREA	11,650.00	044220	765	230145	F - W	FACILITIES MAINT	10.70.221.14.5572
FIRE RECOVERY EMS LLC				005342							
	184010	11/17/23	AMB	BILLING CHARGES-OCT	13,335.33	044106	112023LYMO		P N W	CONTRACT LABOR-A	10.95.140.08.5397
GALL'S INC				005394							
	184011	11/17/23	FIRE	UNIFORMS	57.20	044107	026133284		P - W	CLOTHING EXPENSE	10.50.301.38.5812
	184011	11/17/23	FIRE	UNIFORMS	34.95	044108	026133323		P - W	CLOTHING EXPENSE	10.50.301.38.5812
	184011	11/17/23	FIRE	UNIFORMS	37.76	044109	026133326		P - W	CLOTHING EXPENSE	10.50.301.38.5812
	184011	11/17/23	FIRE	UNIFORMS	15.39	044110	026133369		P - W	CLOTHING EXPENSE	10.50.301.38.5812
	184011	11/17/23	FIRE	UNIFORMS	77.62	044111	026138540		P - W	CLOTHING EXPENSE	10.50.301.38.5812
	184011	11/17/23	FIRE	UNIFORMS	151.24	044112	026138567		P - W	CLOTHING EXPENSE	10.50.301.38.5812
	184011	11/17/23	FIRE	UNIFORMS	151.24	044113	026138570		P - W	CLOTHING EXPENSE	10.50.301.38.5812
	184011	11/17/23	FIRE	UNIFORMS	135.70	044114	026128827		P - W	CLOTHING EXPENSE	10.50.301.38.5812
	184011	11/17/23	FIRE	UNIFORMS	28.18	044115	026096855		P - W	CLOTHING EXPENSE	10.50.301.38.5812
	184011	11/17/23	POL	HANDCUFFS	31.77	044164	026073777		P - W	CLOTHING EXPENSE	10.40.500.38.5812
	184011	11/17/23	FIRE	UNIFORMS	19.48	044166	026157636		P - W	CLOTHING EXPENSE	10.50.301.38.5812
	184011	11/17/23	FIRE	UNIFORMS	128.70	044167	026157810		P - W	CLOTHING EXPENSE	10.50.301.38.5812

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GALL'S INC			005394					
184011	11/17/23	FIRE UNIFORMS	28.18	044168	026157830		P - W CLOTHING EXPENSE	10.50.301.38.5812
184011	11/17/23	FIRE UNIFORMS	75.68	044169	026183836		P - W CLOTHING EXPENSE	10.50.301.38.5812
184011	11/17/23	FIRE UNIFORMS	26.04	044170	026146227		P - W CLOTHING EXPENSE	10.50.301.38.5812
184011	11/17/23	FIRE UNIFORMS	154.68	044171	026146255		P - W CLOTHING EXPENSE	10.50.301.38.5812
184011	11/17/23	FIRE UNIFORMS	68.57	044172	026150168		P - W CLOTHING EXPENSE	10.50.301.38.5812
184011	11/17/23	FIRE UNIFORMS	68.00	044173	026150177		P - W CLOTHING EXPENSE	10.50.301.38.5812
184011	11/17/23	FIRE UNIFORMS	395.60	044174	026152702		P - W CLOTHING EXPENSE	10.50.301.38.5812
184011	11/17/23	FIRE UNIFORMS	73.48	044175	026175327		P - W CLOTHING EXPENSE	10.50.301.38.5812
184011	11/17/23	FIRE UNIFORMS	15.39	044176	026175339		P - W CLOTHING EXPENSE	10.50.301.38.5812
184011	11/17/23	FIRE UNIFORMS	48.81	044177	026175520		P - W CLOTHING EXPENSE	10.50.301.38.5812
184011	11/17/23	FIRE UNIFORMS	75.62	044178	026183745		P - W CLOTHING EXPENSE	10.50.301.38.5812
184011	11/17/23	FIRE UNIFORMS	75.52	044207	026157346		P - W CLOTHING EXPENSE	10.50.301.38.5812
			1,974.80	*CHECK TOTAL				
		VENDOR TOTAL	1,974.80					
GENE'S CLEANERS			004807					
184012	11/17/23	FIRE UNIFORM CLEANING	133.45	044116	SEPT/OCT		P N W CLOTHING EXPENSE	10.50.301.38.5812
GREENS FLOORS & MORE INC			000296					
184013	11/17/23	CITY HALL FLOORING	9,929.69	044179	15401		P - W FACILITIES MAINT	10.70.221.14.5572
GT DISTRIBUTORS INC			006123					
184014	11/17/23	POL SWAT SUPPLIES	1,784.50	044180	INV0971296		P - W SWAT TEAM SUPPLI	10.40.501.04.5050
184014	11/17/23	POL UNIFORMS	86.40	044181	UNIV0032627		P - W CLOTHING EXPENSE	10.40.500.38.5812
184014	11/17/23	POL UNIFORMS	159.30	044182	UNIV0032746		P - W CLOTHING EXPENSE	10.40.500.38.5812
184014	11/17/23	POL UNIFORMS	81.00	044183	UNIV0032751		P - W CLOTHING EXPENSE	10.40.500.38.5812
			2,111.20	*CHECK TOTAL				
		VENDOR TOTAL	2,111.20					
HELGET GAS PRODUCTS			006305					
184015	11/17/23	FIRE OXYGEN	20.95	044117	0002704726		P - W CHEMICALS	10.50.311.04.5010
184015	11/17/23	FIRE OXYGEN	21.98	044118	0002095888		P - W CHEMICALS	10.50.311.04.5010
			42.93	*CHECK TOTAL				
		VENDOR TOTAL	42.93					
HILL/DAVID			000528					
184016	11/17/23	CCTR SWIM INSTR	288.00	044221	11/11-11/12		P N W PRIVATE SWIMMING	65.60.417.08.8125
184016	11/17/23	CCTR SWIM INSTR	130.00	044221	11/11-11/12		P N W SEMI-PRIVATE SWI	65.60.417.08.8123
			418.00	*CHECK TOTAL				
		VENDOR TOTAL	418.00					
HISTORIC DOWNTOWN LIBERT			004528					
184017	11/17/23	P&D HDLI CONTRACT 2023	3,333.33	044222	NOV	230007	P - W HDLI-HISTORIC DO	10.95.140.38.5823
HOWARD/CARRIE			000748					
184018	11/17/23	POL DISPATCH TRAINING	265.50	044223	11/27-12/1		P - W TRAINING TRAVEL	10.40.500.06.5210
INDIA ASSOCIATION OF KC			000747					
184019	11/17/23	CCTR REFUND BAL	1,005.06	044224	EVENT 5711		P - W MEETING ROOM REN	65.40.8051

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J E DUNN CONSTRUCTION 005678									
184020	11/17/23	CITY HALL ATRIUM	310,755.00		044227 22028300010	220147	P - W	CAPITAL EQUIPMEN	10.95.140.36.7201
184020	11/17/23	RETAINAGE	15,538.00	CR	044228 RETAINAGE		P - W	RETAINAGE PAYABL	10.2115
			295,217.00		*CHECK TOTAL				
		VENDOR TOTAL	295,217.00						
JCI INDUSTRIES INC 006471									
184021	11/17/23	WWTP PRIORITY EQUP	37,360.00		044225 8260246	230014	P - W	ENGINEERING DESI	96.70.901.36.7501
184021	11/17/23	WWT MBT1 IMPROVEMENTS	107,625.00		044226 8260248	220121	P - W	ENGINEERING DESI	96.70.901.36.7501
			144,985.00		*CHECK TOTAL				
		VENDOR TOTAL	144,985.00						
JOEL REINOEHL MARKETING 000012									
184022	11/17/23	PKS DISC GOLF SPONSORSHIP	120.00		044119 CRA06		P N W	CONTRACT LABOR	60.60.415.08.5397
184022	11/17/23	FIELD SPONSORSHIP	529.38		044120 RP006		P N W	MISCELLANEOUS FE	61.60.458.08.5399
184022	11/17/23	FIELD SPONSORSHIP	259.87		044120 RP006		P N W	SPONSORSHIPS	65.60.491.08.5398
184022	11/17/23	FIELD SPONSORSHIP	173.25		044120 RP006		P N W	CONTRACT LABOR	60.60.415.08.5397
			1,082.50		*CHECK TOTAL				
		VENDOR TOTAL	1,082.50						
JONES/NATHAN 005257									
184023	11/17/23	CCTR SWIM INSTR	90.00		044229 11/12		P N W	PRIVATE SWIMMING	65.60.417.08.8125
184023	11/17/23	CCTR SWIM INSTR	52.00		044229 11/12		P N W	SEMI-PRIVATE SWI	65.60.417.08.8123
			142.00		*CHECK TOTAL				
		VENDOR TOTAL	142.00						
K C WINWATER WORKS CO 002767									
184024	11/17/23	WTR INVENTORY	2,935.20		044184 318684 01		P - W	INVENTORY-MATERI	90.1700
184024	11/17/23	WTR INVENTORY	792.00		044185 318210 02		P - W	INVENTORY-MATERI	90.1700
184024	11/17/23	WTR INVENTORY	780.00		044186 315634 02		P - W	INVENTORY-MATERI	90.1700
184024	11/17/23	WTR INVENTORY	1,992.00		044187 318877 01		P - W	INVENTORY-MATERI	90.1700
184024	11/17/23	WTR SUPPLIES	180.00		044187 318877 01		P - W	MAINS & LINES MA	90.70.801.14.5532
184024	11/17/23	SUPPLIES-H HWY PROJECT	480.00		044188 318869 01		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
			7,159.20		*CHECK TOTAL				
		VENDOR TOTAL	7,159.20						
KAPKE & WILLERTH LLC 007509									
184025	11/17/23	LEGAL FEES	4,070.00		044121 67349		P N W	LEGAL FEES	10.20.021.08.5311
184025	11/17/23	LEGAL FEES	388.50		044121 67349		P N W	LEGAL FEES	60.60.415.08.5311
184025	11/17/23	LEGAL FEES	55.50		044121 67349		P N W	LEGAL FEES	90.30.133.08.5311
184025	11/17/23	LEGAL FEES	148.00		044121 67349		P N W	LEGAL FEES	92.70.903.08.5311
			4,662.00		*CHECK TOTAL				
		VENDOR TOTAL	4,662.00						
KEY EQUIPMENT & SUPPLY C 007275									
184026	11/17/23	WTR #404 EQUIP MAINT	2,603.41		044189 KC210611		P - W	MISC EQUIPMENT M	90.70.801.14.5559
KITCHS LAWN CARE & LANDSC 006136									
184027	11/17/23	CEM MOWING	2,100.00		044122 1277		P - W	MOWING CONTRACT	73.70.226.14.5577

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KNAPHEIDE TRUCK EQUIPMEN 002545									
184028	11/17/23	PW DUMP TRUCK EQUIPMENT	174,222.00		044230 SB00010155		230146 F - W	CAPITAL EQUIPMEN	50.70.201.36.7201
LIBERTY AGGREGATES LLC 004693									
184029	11/17/23	ST ROCK	130.84	044190	24468		P - W	GRAVEL/ROCK-STRE	50.75.607.14.5622
184029	11/17/23	WTR ROCK STOCKPILE	290.13	044191	24478		P - W	MAINS & LINES MA	90.70.801.14.5532
184029	11/17/23	WWT ROCK STOCKPILE	290.13	044191	24478		P - W	MAINS & LINES MA	92.70.901.14.5532
184029	11/17/23	ROCK-SHOP PARKING LOT	1,082.04	044191	24478		P - W	CONST CNTRCT-LIT	96.70.901.36.7510
184029	11/17/23	ROCK-H HWY PROJECT	532.41	044192	24548		P - W	CONST CNTRCT-CLA	94.70.801.36.7510
			2,325.55	*CHECK TOTAL					
		VENDOR TOTAL	2,325.55						
LIBERTY SPORTS OFFICIALS 009209									
184030	11/17/23	PKS OFFICIATING SERVICES	2,269.00	044231	FALL 11 2023		230011 P - W	CONTRACT LABOR	61.60.458.08.5397
LIFE SCAN WELLNESS CENTE 000188									
184031	11/17/23	FIRE ANNUAL PHYSICAL	694.00	044123	11/6/23		P - W	MEDICAL FEES	10.50.300.08.5356
MATTSON/WENDY .14709									
184032	11/17/23	CCTR REIMB CR BAL	38.50	044193	1984599		P - W	REFUNDS PAYABLE	65.2265
METROPOLITAN CONCRETE 005651									
184033	11/17/23	ST DUMP FEE	165.00	044194	15440		P N W	CONTRACT LABOR	10.70.225.08.5397
MFA OIL COMPANY 000226									
184034	11/17/23	PKS TANK RENTAL	36.00	044124	594522		P - W	MISCELLANEOUS EX	61.60.458.38.5989
MISSISSIPPI LIME CO INC 005761									
184035	11/17/23	WTR HYDRATED LIME	8,563.51	044232	1698449		230034 P - W	CHEMICALS	90.70.802.04.5010
MOAZ CONSTRUCTION INC 006100									
184036	11/17/23	WTR CONCRETE	6,658.71	044195	118		P - W	MAINS & LINES MA	90.70.801.14.5532
MOTOROLA INC 002018									
184037	11/17/23	ST TRUCK RADIO BATTERIES	657.84	044196	8281751428		P - W	GENERAL SUPPLIES	10.70.225.04.5001
MYRICK MECHANICAL 000669									
184038	11/17/23	ACTL A/C MAINT, INSPECT	471.27	044125	1597		P - W	BUILDING MAINTEN	10.20.051.14.5571
184038	11/17/23	WWT HEATER INSPECT	952.75	044197	1609		P - W	BUILDING MAINTEN	92.70.902.14.5571
184038	11/17/23	WTR HEATER INSPECT	709.81	044198	1610		P - W	WATER PLANT MAIN	90.70.802.14.5534
			2,133.83	*CHECK TOTAL					
		VENDOR TOTAL	2,133.83						
NORTHLAND READY-MIX INC 000357									
184040	11/17/23	WTR CONCRETE	535.75	044199	192028		P - W	MAINS & LINES MA	90.70.801.14.5532
184040	11/17/23	DISCOUNT	10.71	CR 044199	192028		P - W	MAINS & LINES MA	90.70.801.14.5532
			525.04	*CHECK TOTAL					
		VENDOR TOTAL	525.04						

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PACE ANALYTICAL SERVICES 005664		184041	11/17/23	WTR CHEMICAL TESTING	1,237.60	044233	2360195053	230074	P - W	LAB FEES	90.70.802.08.5365
PAGE/BRANDY .14691		183714	11/17/23	VOIDED CHECK	130.99	CR	044211 128 0048 00 08		P - H	WATER REFUNDS	90.2495
		184042	11/17/23	WTR REFUND	130.99	044200	128 0048 00 08		P - W	WATER REFUNDS	90.2495
				VENDOR TOTAL	0.00						
PERSONAL TOUCH ENGRAVING 005909		184043	11/17/23	CIVIC LEADERSHIP AWARD	60.00	044126	39118		P N W	MISCELLANEOUS EX	10.10.101.38.5989
POLESTAR PLUMBING INC .14708		184044	11/17/23	REFUND BLDG PERMIT	72.00	044127	BLD-23-0635		P - W	MECHANICAL INSPE	10.40.3226
PREMIER TRUCK GROUP OF K 000338		184045	11/17/23	PW DUMP TRUCK PURCHASE	87,405.00	044234	DE-36338	230147	F - W	CAPITAL EQUIPMEN	50.70.201.36.7201
PURCELL TIRE AND RUBBER 001787		184046	11/17/23	ST VEH MAINT-TIRES	471.60	044201	3272976		P - W	VEHICLE MAINTENA	10.70.225.14.5541
		184046	11/17/23	ST VEH MAINT-TIRES	386.00	044202	327977		P - W	VEHICLE MAINTENA	10.70.225.14.5541
					857.60	*CHECK	TOTAL				
				VENDOR TOTAL	857.60						
RED EQUIPMENT, LLC 001027		184047	11/17/23	WWT ROTOJET NOZZLE	2,784.72	044203	P00500		P - W	WWTR PLANT MAINT	92.70.902.14.5534
REPUBLIC SERVICES #468 008397		184048	11/17/23	DUMPSTER SERVICE	2,028.42	044204	0468-004205307		P - W	FEES-BIOSOLID DI	92.70.902.08.5370
		184048	11/17/23	DUMPSTER SERVICE	305.02	044204	0468-004205307		P - W	CONTRACT LABOR	90.70.801.08.5397
		184048	11/17/23	DUMPSTER SERVICE	305.02	044204	0468-004205307		P - W	CONTRACT LABOR	92.70.901.08.5397
		184048	11/17/23	DUMPSTER SERVICE	722.90	044205	0468-004205463		P - W	MISCELLANEOUS FE	92.70.902.08.5399
		184048	11/17/23	DUMPSTER SERVICE	722.89	044205	0468-004205463		P - W	CONTRACT LABOR	90.70.801.08.5397
		184048	11/17/23	DUMPSTER SERVICE	722.90	044205	0468-004205463		P - W	CONTRACT LABOR	92.70.901.08.5397
					4,807.15	*CHECK	TOTAL				
				VENDOR TOTAL	4,807.15						
RICOH USA, INC 007683		184049	11/17/23	FIRE COPIER LEASE	137.89	044128	107738847		P - W	COPIER LEASE & U	10.50.300.04.5110
		184049	11/17/23	POL RECORDS LEASE	153.81	044235	107721050		P - W	COPIER LEASE & U	10.40.512.04.5110
					291.70	*CHECK	TOTAL				
				VENDOR TOTAL	291.70						
ROHAUS/KESSLER 000680		184050	11/17/23	CCTR SWIM INSTR	30.00	044236	11/7		P N W	PRIVATE SWIMMING	65.60.417.08.8125
SAMS CLUB DISCOVER-GECS 003621		1964	11/17/23	FIN SUPPLIES	47.31	044212	SEPT 2023		P - H	GENERAL SUPPLIES	10.30.130.04.5001
		1964	11/17/23	FIRE HALLOWEEN CANDY	444.60	044212	SEPT 2023		P - H	FOOD	10.50.300.04.5013
		1964	11/17/23	FIRE STATION SUPPLIES	674.95	044212	SEPT 2023		P - H	STATION SUPPLIES	10.50.301.04.5020
		1964	11/17/23	PKS CONCESSION	419.44	044212	SEPT 2023		P - H	CONCESSION	61.60.458.04.5007

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SAMS CLUB DISCOVER-GEGRS 003621								
1964	11/17/23	PKS SHELVING UNIT	219.98	044212	SEPT 2023		P - H BUILDING MAINTEN	61.60.458.14.5571
1964	11/17/23	CCTR RENTAL SUPPLIES	189.66	044212	SEPT 2023		P - H GENERAL SUPPLIES	65.60.491.04.5001
1964	11/17/23	CCTR CLEANING SUPPLIES	49.04	044212	SEPT 2023		P - H MAINTENANCE MATE	65.60.491.04.5009
1964	11/17/23	WTR SUPPLIES	47.31	044212	SEPT 2023		P - H GENERAL SUPPLIES	90.30.133.04.5001
			2,092.29	*CHECK TOTAL				
		VENDOR TOTAL	2,092.29					
SCRUMPTIOUS CATERING 006563								
184051	11/17/23	POL LUNCHEON	521.00	044237	7689		P N W MEETING EXPENSE	10.40.500.38.5803
SHOGER/LAUREL 005680								
184052	11/17/23	CCTR SWIM INSTR	126.00	044239	11/12		P N W PRIVATE SWIMMING	65.60.417.08.8125
184052	11/17/23	CCTR SWIM INSTR	26.00	044239	11/12		P N W SEMI-PRIVATE SWI	65.60.417.08.8123
			152.00	*CHECK TOTAL				
		VENDOR TOTAL	152.00					
SHRED IT 001928								
184053	11/17/23	SHREDDING SERVICE	115.77	044238	8005061240		P - W MISCELLANEOUS FE	10.40.500.08.5399
184053	11/17/23	SHREDDING SERVICE	19.70	044238	8005061240		P - W MISCELLANEOUS FE	10.20.131.08.5399
184053	11/17/23	SHREDDING SERVICE	19.70	044238	8005061240		P - W MISCELLANEOUS FE	10.25.011.08.5399
184053	11/17/23	SHREDDING SERVICE	26.69	044238	8005061240		P - W MISCELLANEOUS FE	10.20.021.08.5399
184053	11/17/23	SHREDDING SERVICE	29.08	044238	8005061240		P - W MISCELLANEOUS FE	10.30.130.08.5399
			210.94	*CHECK TOTAL				
		VENDOR TOTAL	210.94					
STEVES AUTO REPAIR INC 005649								
184054	11/17/23	POL TIRE PATCHES-2	50.00	044240	62840		P - W VEHICLE MAINTENA	10.40.500.14.5541
SUTTON/KATELYN DANIELLE 000327								
184055	11/17/23	CCTR SWIM INSTR	80.00	044241	11/8-11/13		P N W PRIVATE SWIMMING	65.60.417.08.8125
184055	11/17/23	CCTR SWIM INSTR	50.00	044241	11/8-11/13		P N W SWIM TEAM BASICS	65.60.417.08.8121
184055	11/17/23	CCTR SWIM INSTR	40.00	044241	11/8-11/13		P N W SWIM TEAM BASICS	65.60.417.08.8121
184055	11/17/23	CCTR SWIM INSTR	20.00	044241	11/8-11/13		P N W SPECIALTY SWIM P	65.60.417.08.8128
			190.00	*CHECK TOTAL				
		VENDOR TOTAL	190.00					
T & W TIRE LLC 005952								
184056	11/17/23	FIRE #625 TIRES-2	1,087.48	044242	3040085091		P N W VEHICLE MAINTENA	10.50.311.14.5541
UTILITY SERVICE CO INC 005709								
184057	11/17/23	WTR PEDISPHERE-NASHUA	6,438.80	044243	592383		P - W WATER TOWERS MAI	90.70.802.14.5537
VALVOLINE LLC 005460								
184058	11/17/23	POL #204 OIL CHANGE	34.99	044244	65937		P - W VEHICLE MAINTENA	10.40.500.14.5541
184058	11/17/23	POL #202 OIL CHANGE	34.99	044245	66115		P - W VEHICLE MAINTENA	10.40.500.14.5541
184058	11/17/23	POL #203 OIL CHANGE	34.99	044246	66258		P - W VEHICLE MAINTENA	10.40.500.14.5541
184058	11/17/23	POL #207 OIL CHANGE	39.78	044247	66371		P - W VEHICLE MAINTENA	10.40.500.14.5541
184058	11/17/23	POL #205 OIL CHANGE	34.99	044248	65397		P - W VEHICLE MAINTENA	10.40.500.14.5541
			179.74	*CHECK TOTAL				
		VENDOR TOTAL	179.74					

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
VETERINARY CENTER OF LIB			004817						
184059	11/17/23	ACTL VET SERVICES	45.00	044249	22106		P - W	VETERINARY SERVI	10.20.051.08.5358
184059	11/17/23	ACTL VET SERVICES	45.00	044250	22237		P - W	VETERINARY SERVI	10.20.051.08.5358
184059	11/17/23	ACTL VET SERVICES	45.00	044251	22236		P - W	VETERINARY SERVI	10.20.051.08.5358
184059	11/17/23	ACTL VET SERVICES	65.00	044252	22210		P - W	VETERINARY SERVI	10.20.051.08.5358
184059	11/17/23	ACTL VET SERVICES	45.00	044253	22215		P - W	VETERINARY SERVI	10.20.051.08.5358
184059	11/17/23	ACTL VET SERVICES	45.00	044254	22213		P - W	VETERINARY SERVI	10.20.051.08.5358
184059	11/17/23	ACTL VET SERVICES	45.00	044255	22187		P - W	VETERINARY SERVI	10.20.051.08.5358
184059	11/17/23	ACTL VET SERVICES	65.00	044256	22132		P - W	VETERINARY SERVI	10.20.051.08.5358
			400.00	*CHECK TOTAL					
		VENDOR TOTAL	400.00						
VON FINTEL/ROSEMARIE			005659						
184060	11/17/23	CCTR DOG OBEDIENCE INSTR	871.50	044257	FALL 2023 1		P N W	COMMUNITY PROGRA	65.60.417.08.8602
WEST PUBLISHING-THOMSON			000304						
184061	11/17/23	DD SUBSCRIPTION	852.00	044129	849284063		P - W	MEMBERSHIP DUES	10.80.151.38.5811
ZOLL MEDICAL CORPORATION			006014						
184062	11/17/23	FIRE EMS SUPPLIES	935.30	044258	3842876		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
184062	11/17/23	FIRE EMS SUPPLIES	210.98	044259	3833187		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
184062	11/17/23	FIRE EMS SUPPLIES	119.00	044260	3832611		P - W	MEDICAL SUPPLIES	10.50.311.04.5003
			1,265.28	*CHECK TOTAL					
		VENDOR TOTAL	1,265.28						



CITY COUNCIL ACTION REPORT

Meeting Date: November 27, 2023

A/R No.: 2023-709

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant
Parks and Recreation Director

Subject: ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT
WITH KITCH'S LAWN CARE FOR 2024 MOWING SERVICES AT FAIRVIEW, NEW
HOPE AND MOUNT MEMORIAL CEMETERIES IN AN AMOUNT NOT TO EXCEED
\$56,000.00

Summary:

- The City of Liberty annually enters into an agreement with a lawn company to provide professional mowing services at Fairview, New Hope and Mount Memorial Cemeteries.
- The City rebid the mowing of cemeteries in 2022 and signed a contract with Kitch's Lawn care that could be extended for two additional years if both parties mutually consent to continuing the agreement.
- This contract is for a period of one year (2024) and expires on December 31, 2024.
- Kitch's Lawn care has been the professional service provider at the cemeteries for several years and is in good standing with the City of Liberty.

Background:

The City of Liberty annually enters into an agreement with a lawn care company for professional mowing services for Fairview, New Hope and Mount Memorial Cemeteries. The services provided include mowing and trimming. The FY2024 cemetery budget includes adequate funding for these services.

Staff recommends renewing Kitch's Lawn care's contract for Cemetery Mowing in 2024.

Given the weather-related variability of service needs year-to-year, the contract guarantees a minimum of 22 mows and all other services will be requested by staff as the budget allows.

Previous Action (if applicable):

A one-year extension for mowing services at Fairview, New Hope, and Mount Memorial cemeteries with Kitch's Lawn care was approved on February 27, 2023 by Ordinance No. 11720.

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: 73.70.226.14.5577	Amount: \$56,000.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. ORDINANCE- Cemetery Mowing for 2024 - Kitch Lawncare
2. SIGNED CONTRACT - 2024 Cemetery Mowing - Kitch

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH KITCH'S LAWN CARE FOR 2024 MOWING SERVICES AT FAIRVIEW, NEW HOPE, AND MOUNT MEMORIAL CEMETERIES IN AN AMOUNT NOT TO EXCEED \$56,000.00

WHEREAS, a one-year contract extension with one-year extension remaining for mowing services at Fairview, New Hope, and Mount Memorial cemeteries with Kitch's Lawn care was approved on February 27, 2023 by Ordinance No. 11720; therefore

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and Kitch's Lawn care, 9951 NE 112th St., Kansas City, MO 64117, in an amount not to exceed FIFTY-SIX THOUSAND DOLLARS AND NO/100 (\$56,000.00), for mowing services at Fairview, New Hope and Mount Memorial Cemeteries, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the agreement described in Section I of this ordinance.

SECTION III

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____ (CONT.)

Approved by the Mayor this _____ day of _____, 2023.

MAYOR

CITY OF LIBERTY, MISSOURI



2024 AGREEMENT FOR MOWING SERVICES AT FAIRVIEW, NEW HOPE, AND MOUNT MEMORIAL CEMETERIES

This agreement is made and entered into this **27th day of November, 2023**, by and between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation with its principal office located at 101 E. Kansas Street, Liberty, Missouri, hereinafter referred to as **CITY**, and **Kitch's Lawncare**, an entity organized and existing under the laws of the State of **Missouri**, with its principal office located at **9951 NE 112th St, Kansas City, MO 64117**, hereafter referred to as the Contractor.

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 extension was approved on **November 27, 2023** and is effective as of **March 1, 2024** 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 Invitation To Bid **PK22 - 09** and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as

needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II CONTRACT TERM

The term of this contract shall be **March 1, 2024 to December 31, 2024**. This contract for 2024 is the final extension of the original contract and cannot be extended.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and to enter in to a guaranteed pricing contract with the City in an amount not to exceed **\$56,000.00** and in accordance with the service rates proposed with the contractor's bid submission.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV CONTRACT PAYMENT

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

The City will be the sole judge as to the sufficiency of the work performed. 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 up to \$250.00 per day liquidated damaged due to breach of contract. 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.

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.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VI

DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and

in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain during the term of this contract the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X

AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION; and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation 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 XI
ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

(SEAL)

THE CITY OF LIBERTY, MISSOURI

By: _____
Greg Canuteson, Mayor

Attest: _____
Sarah Ranes, Deputy City Clerk

(SEAL)

Kitch's Lawn Care & Landscape Svcs, Inc.
Company Name

By: Randy Kitch _____

Title: Owner _____

Attest: _____

APPENDIX A
Scope of Work and Special Provisions

Mowing Services for City-Owned Cemeteries

GENERAL REQUIREMENTS

- A. The contractor agrees to immediately notify the City of Liberty of any accidents or incidents which occur as a result of the contractor's duties. This would include any damage or shifting of headstones caused as a result of being hit by a mower or other equipment. **The Contractor will be responsible for the costs to repair any such damage.**
- B. The contractor agrees to maintain effective and courteous contact with the public while performing the terms of this agreement.
- C. If, for any reason, the contractor cannot fulfill the terms of this agreement, the contractor shall immediately notify the City. The contract may then be canceled based upon nonperformance.
- D. Payment shall be on a **per mow** basis with a cost/mow statement submitted to The City of Liberty. Payment shall be made within 30 days of submitting the invoice.
- E. In the event that an area is not mowed as specified, the contractor agrees to correct the error within 24 hours' notice from the Cemetery Sexton or designated representative. Failure to correct noted deficiencies shall result in liquidated damages, withholding payment for work not performed or cancellation of contract.
- F. The contractor agrees to take the necessary safety controls to protect Cemetery visitors and Cemetery facilities from damage to include headstones. Also, the contractor agrees to comply with all pertinent federal, state, and local regulations pertaining to performance of this agreement.
- G. Contractor shall provide supervision of all work crews at all times while performing work under this contract. Personal supervision is not required, provided that equipment or other means are provided that enable the work crew to communicate with the contractor at all times. Each work crew shall have a designated person at the work site that has the authority to respond to inquiries about work details or priorities.
- H. In the event the contractor develops difficulty in meeting the maintenance schedule and contract specification, the Contractor may be assessed up to \$250.00 per day liquidated damaged due to breach of contract.

- I. A City Employee or their designee will be assigned to inspect the contracted areas. He/she will be responsible for scheduling inspections, re-inspections, monitoring the contractor's actions, and ensuring the work performed in the area is done to the quality level prescribed in this contract.
- J. The contractor hereby expressly binds himself, herself, or itself to indemnify and save harmless the City and its officers and employees for suits or actions of every kind and nature brought, or which may be brought, or sustained by any person, firm or corporation, or persons, firms or corporations, in connection with, or on account of, the Contractor's work, or in consequence of any negligence in connection with same, or on account of any poor workmanship, or on account of any act of commission or omission of the Contractor or his, its, or their agent or employees, or for any cause arising during the course of the work of this contract.
- K. The Contractor shall further indemnify the City of Liberty for any and all expenses, including reasonable attorney fees, incurred in the City's pursuance of any remedial action required to correct deficiencies in the work on account of poor workmanship, negligence, or any act of omission on the part of the Contractor, its agents or employees.
- L. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of, and suitable evidence to that effect furnished to the City.

WORK SPECIFICATIONS

- A. Contractor shall mow and trim all areas approximately once every ten (10) to fourteen (14) days, or on an as needed basis during periods of inclement weather during the term of the contract period. A schedule of approximate mowing dates will be worked out with selected vendor prior to starting the contract annually. Contractor will be provided with at least 48 hours' notice if schedule needs to be adjusted based on growing conditions or other factors.
- B. Mowers will be 36" cut rotary mowers or larger. The use of tractors with finish mowers are not an acceptable means for mowing.
- C. Mowing under wet conditions or when the ground is saturated will not be permitted.
- D. A minimum of 22 mows will be required for the season with a maximum of 32 mows for the season. Actual number will be determined by City of Liberty based on growing conditions.

- E. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the grass blades. Mower decks should be level as to cut an even height from side to side of mower deck. All grass shall be cut at a height of approximately two and a half inches (2 ½"). All structures, trees, poles, tables, signs, fences, headstones, shrub beds and other objects are to be trimmed closely. Special care shall be given to trimming around small trees so as not to inflict damage to the bark of the trees. All trimming shall be accomplished maintaining the required two and a half inches (2 ½") cutting height. All trimming must be accomplished concurrently with mowing operations and must be completed in the same 48hr-72hr timeframe. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to avoid discharging grass clippings on to any surface such as headstones, streets, or adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas.
- F. Removal of all trash on the ground prior to mowing and at the conclusion of each mow is required. Any trash and litter cut or broken during mowing operations shall be completely removed from mowing areas immediately prior to proceeding with the mowing of other areas. This includes any silk flowers or other temporary grave ornamentation hit or disturbed by mowers.
- G. Removal of all fallen tree limbs to a designated brush pile on site must be completed prior to moving to next site.
- H. All plant growth in cracks, seams and/or joints of paved areas, such as sidewalks, curbs, and driveways, shall be cut down to the pavement surface during the completion of each mowing.
- I. The Contractor may be asked to provide a bid to apply a broadleaf weed control once in the spring **before Memorial Day**. All weed control must be approved by City Staff prior to the application.
- J. Mowing shall be conducted within two days prior to Memorial Day, July 4th, and Labor Day. As with all mowings, the contractor will provide for the removal of all grass debris on headstones following mowing.
- K. Cutting of all perennials within the cemetery shall occur in the first 10 days of October.
- L. The exact mowing boundaries will be provided at the work site prior to the first mowing of each of the areas designated in this contract.

**CITY OF LIBERTY, MISSOURI
RFP # PK22 – 09**

**APPENDIX B
Standard Terms and Conditions**

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the City Administrator or his authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The City Administrator will designate his authorized representatives in writing. Both the City of Liberty and the Contractor must approve any changes to the contract in writing.

B. *Contract Award*

Award of this contract is anticipated no later than 60 days after bid deadline.

C. *Insurance*

The Contractor shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Liberty by the Contractor, its agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. Comprehensive General Liability:

- Minimum Limits - \$2,000,000 per occurrence and \$2,000,000 aggregate

2. Comprehensive Automobile Liability:

- Minimum \$2,000,000 combine single limit for bodily injury and property damage per occurrence

3. Workers' Compensation:

- Missouri Statutory Requirement. Must show proof of workers' compensation coverage for any person performing work for the City.

4. Employers' Liability:

- \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit

D. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Liberty, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property as a consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his or her employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. Exemption from Taxes

The City of Liberty is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

G. Invoicing and Payment

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services and according to the schedule agreed upon during final negotiations, with proper attachments documenting work performed, fees applied, etc.

H. Cancellation

The City of Liberty reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. Contractual Disputes

The Contractor shall give written notice to the City of Liberty of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Liberty shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or his designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

J. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. Applicable Laws

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Liberty codes.

L. Drug/Crime Free Work Place

The Respondent acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Liberty property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes)
3. Any crimes committed while on City property.

The Respondent further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Liberty in addition to any criminal penalties that may result from such conduct.

M. No Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

N. Permits

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64068.

O. *Compliance with Missouri Law Regarding the Employment of Illegal Aliens*

The successful Contractor shall be responsible for understanding and complying with all Missouri laws pertaining to the employment of illegal aliens. This will include certification to the City of such.



CITY COUNCIL ACTION REPORT

Meeting Date: November 27, 2023

A/R No.: 2023-731

Department: Police

Submitted By: Nathan Mulch, Police
Lieutenant

Subject: ORDINANCE APPROVING A CONTRACT WITH FLOCK SAFETY FOR
THE INSTALLATION, MAINTENANCE, AND ACCESS OF DATA FOR SAFETY
CAMERAS IN AN AMOUNT NOT TO EXCEED \$35,000.00

Summary:

- Shoplifting and organized retail theft has increased over the past couple of years in Liberty. In 2022, one shopping center reported over \$70,000.00 in losses.
- Due to corporate policies, stores will not allow their employees to enter a parking lot to obtain a vehicle license plate. This is hindering the police department's ability to identify suspects.
- By adding Flock Safety cameras in the areas of shopping centers, we will hopefully be able to identify suspect vehicles. This will provide the police department with an investigative lead to follow up on.
- The cost for service in the first year of Flock Safety is \$35,000.00, which includes the installation cost for ten cameras. After the first year, the cost of the service is \$30,000.00. All the cameras are installed, maintained and owned by Flock Safety.
- After the installation of the first camera, the police department has up to 45 days to cancel the contract without any charge.
- The money for this contract will be paid out of the 2024 Police Capital Equipment Budget.

Background:

Over the last couple of years, the police department has seen a noticeable increase in shoplifting and organized retail theft at our local shopping centers. We typically get a vague suspect and vehicle description. Due to corporate policies of large retailers, the employees are unable to go out into the parking lot in an attempt to obtain a license plate off of the suspect's vehicle. This leaves us with little investigative leads to follow up on.

During the months of January through October 2022, we responded to 76 reports of theft, vandalism, motor vehicle thefts, fraud and robberies in just one shopping center, resulting in over \$70,000.00 in losses for those businesses. In November 2022, we started a high visibility and proactive approach targeting the shopping centers along Kansas Street between I-35 and Highway 291 and on Highway 291 between Stewart Road and Orchard Avenue. We were paying overtime for one to three officers a day to saturate the area and aggressively look for and arrest shoplifters. The operation resulted in 21 people being arrested or detained for criminal activity. We also checked on 67 suspicious vehicles. Retail theft in that area dropped dramatically during

November and December. The store managers and customers made comments to our officers about how they felt safer in Liberty with the extra officers working in the shopping centers.

Due to staff and budgets, it was not feasible for us to continue this operation on a year-round basis. As a department, we began looking at different technology that could help us identify suspects and combat the issues we are experiencing. We then examined the Flock Safety, which is a nationwide camera database that captures pictures of every motor vehicle which passes by it.

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

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

We plan on placing nine Flock Safety cameras around the Liberty Commons Shopping Center and all entrances to the Liberty Triangle. A tenth camera will be placed at an intersection near another problem location we have in town.

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

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

We will have 45 days after the installation of the first camera to terminate the contract without any cost to the City. The money for this contract will be paid out of the 2024 Police Capital Equipment budget.

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: 2024 Capital Equipment 10.40.500.36.7201 Line Item:	Amount: \$35,000.00 Amount:
	Revenue Line (if applicable):	Amount:
Non- Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Flock Ordinance
2. MO_-_Liberty_PD_-_Law_Enforcement_Agreement_-

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH FLOCK SAFETY FOR THE
INSTALLATION, MAINTENANCE, AND ACCESS OF DATA FOR SAFETY CAMERAS
IN AN AMOUNT NOT TO EXCEED \$35,000.00

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

SECTION I

That the City Council hereby approves a contract by and between the City of Liberty and Flock Safety, 1170 Howell Mill Rd., Suite 210, Atlanta, GA 30318 pertaining to the installation, maintenance, and access of data for ten cameras, in an amount not to exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00), said contract being incorporated herein by reference and available for review as required by law.

SECTION II

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2023.

MAYOR

Flock Safety + MO - Liberty PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Lisa Dunn
lisa.dunn@flocksafety.com
3146032079



EXHIBIT A
ORDER FORM

Customer:	MO - Liberty PD	Initial Term:	12 Months
Legal Entity Name:	MO - Liberty PD	Renewal Term:	24 Months
Accounts Payable Email:	police@libertymo.gov	Payment Terms:	Net 30
Address:	101 E Kansas St Liberty, Missouri 64068	Billing Frequency:	Annual - First Year at Signing.
		Retention Period:	30 Days

PROJECT PROVE IT

Customer will have a 45 day opt-out period (“Opt-Out Period”) after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, and Customer will pay any invoice(s) for the remainder of the Term, Net 30.

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	7	\$4,550.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	3	\$450.00
Subtotal Year 1:			\$35,000.00
Annual Recurring Subtotal:			\$30,000.00
Estimated Tax:			\$0.00
Contract Total:			\$35,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for the renewal term set forth on the Order Form (the “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the term.

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

DocuSigned by:

Mark Smith

By: AC5C931454C24F3...
Mark Smith

Name: _____

Title: General Counsel

Date: 11/8/2023

Date: _____

Customer: MO - Liberty PD

By: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the ____ day of _____ 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and Flock represents such upgrades will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believes Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency and to provide updates regarding resumption of access to the Flock Services following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.8 Compliance with Laws. Flock shall comply with all applicable Liberty ordinances and other applicable federal and state laws and regulations including but not limited to unemployment and workers' compensation, occupational safety, equal employment and affirmative action, and prevailing wage and price laws insofar as applicable to the performance of the Services under the Agreement.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *“Customer Obligations”*).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable

laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title, and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent allowable by any applicable public records laws and requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has

disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In addition, notwithstanding anything in this Agreement to the contrary, it is understood that the Customer may be required to disclose records which may be or may contain Proprietary Information as defined herein, but are nonetheless open records subject to disclosure under Chapter 610 RSMo., and Flock agrees that the Customer will not be in breach of this Agreement for disclosure of any record, or portion thereof, which contains Proprietary Information when complying with the requirements of Chapter 610 RSMo. in the discretion of Customer's legal counsel. All Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more

than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, (iii) upon the other Party's dissolution or ceasing to do business; or (iv) upon a decision of a court of competent jurisdiction that renders continuation of services under this Agreement impracticable or impossible. In the event of a material breach by Flock or change in law rendering the services impractical or impossible, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>) attached hereto and incorporated herein. In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6. NOTHING IN THIS REQUIREMENT OR THIS AGREEMENT SHALL BE DEEMED A WAIVER OF CUSTOMER'S SOVEREIGN IMMUNITY.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B. Certificates of Insurance can be provided upon request of Customer.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID

AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWENTY FOUR (24) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts

which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at

(<https://www.flocksafety.com/reinstall-fee-schedule>) attached hereto and incorporated herein.

Customer will receive prior written notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term and any Renewal Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor

or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent but with notice, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>) attached hereto and incorporated herein, and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer. This Agreement creates no third-party beneficiaries.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located without regard to its conflict of law provisions. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon written consent of Customer, Flock has the right to reference and use Customer's name and disclose the general nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated

banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

11.17 **Compliance with State Immigration Statutes.** Pursuant to Section 208.009 RSMo., Flock shall provide affirmative proof that the Applicant for Flock is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for Flock (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of Flock 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.

11.18 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



CITY COUNCIL ACTION REPORT

Meeting Date: November 27, 2023

A/R No.: 2023-738

Department: Utilities

Submitted By: Andy Noll, Utilities Director

Subject: ORDINANCE APPROVING A SANITARY SEWER EXTENSION AND COST REIMBURSEMENT AGREEMENT WITH PROMINENCE HOLDINGS, LLC FOR THE CONSTRUCTION OF A GRAVITY SANITARY SEWER INTERCEPTOR

Summary:

The proposed agreement establishes the parameters upon which the developer, Prominence Holdings, LLC, will be reimbursed for the design and construction of a gravity sanitary sewer interceptor. The interceptor provides gravity sewer to the developers' property and other properties along South Liberty Parkway. The maximum reimbursement for the design and construction of the gravity sanitary sewer is established as \$2,500,000.00.

Background:

Prominence Holdings, LLC desires to develop property generally located at the northeast corner of the intersection of South Liberty Parkway and Plummer Road. The developer has rezoned the property and submitted and received approval of a preliminary development plan that intends to develop the property as multi-family and commercial lots. The development requires the developer to extend gravity sanitary sewer to the development site. The closest downstream sanitary sewer is located to the east of Withers Road and south of South Liberty Parkway and requires the construction of approximately 4,500 linear feet of sanitary sewer.

The construction of the sanitary sewer will provide gravity sanitary sewer to several properties along South Liberty Parkway and is the last significant public improvement necessary to facilitate development between Plummer Road and Withers Road. The developer has acquired and recorded the necessary public easements for the construction and maintenance of the sanitary sewer; the acquisition of easements by the City for public improvements has been a long and sometimes costly process. The cost reimbursement agreement sets a limit for reimbursement for the design and construction of the gravity sanitary sewer at \$2,500,00.00 and the agreement establishes milestones where the developer will be able to receive partial reimbursements. The final milestone of the development agreement reserves \$500,000.00 of payment until the project is complete and the City Council has accepted that the construction is complete according to the approved plans and specifications. The amount is well above normal and accepted contracting requirements to ensure that the developer will strive to complete the project in a timely manner and not leave any small items lingering for project completion.

The funding for the project will be provided by the Sanitary Sewer Fund in the amount of \$2,500,000.00 and the Economic Development Sales Tax will reimburse the Sanitary Sewer Fund \$1,000,000.00 once the construction of the sanitary sewer is complete. This was reviewed and approved by the Economic Development Sales Tax Committee on March 23, 2023.

Utilities staff believes this reimbursement is a timely and cost effective way to complete a necessary public improvement that will support proposed and future development along South Liberty Parkway and recommends approval of the supporting ordinance.

Previous Action (if applicable):

March 27, 2023 Ordinance 11747 appropriates \$2,500,000.00 for the construction of a sanitary sewer interceptor.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:96.70.901.36.7510	Amount:\$2,500,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance for Prominence Sewer Extension and Cost Reimbursement
2. 2023.11.20 Sanitary Sewer Extension and Cost Sharing Agreement_RFWG 10-6-23r1_EXECUTION COPY (JRD signed)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SANITARY SEWER EXTENSION AND COST
REIMBURSEMENT AGREEMENT WITH PROMINENCE HOLDINGS, LLC FOR THE
CONSTRUCTION OF A GRAVITY SANITARY SEWER INTERCEPTOR

WHEREAS, the Developer owns certain real property located at the northeast corner of the intersection of South Liberty Parkway and Plummer Road in Liberty, Clay County, Missouri.

WHEREAS, the Developer intends to develop the Developer Property as a proposed multi-family and commercial project and has submitted zoning and entitlement applications to the City identifying the project as “Prominence of Liberty”.

WHEREAS, in order to complete the Developer Improvements, Developer will be required to design and construct an offsite sanitary sewer connection from the City’s manhole 046 generally located southeast of the intersection of South Liberty Parkway and S. Withers Road to the Developer Property generally located north of the intersection of South Liberty Parkway and Hughes Road according to current City design and construction specifications.

WHEREAS, the Developer has provided preliminary and final design plans for the design of the Sanitary Sewer Extension Improvements in compliance with the Standards and Specifications.

WHEREAS, the Developer has acquired all necessary easements from private landowners to access, design, construct, and maintain the Sanitary Sewer Extension Improvements along its expected route and has recorded the Sanitary Sewer Easements in favor of or assignable to the City.

WHEREAS, by Ordinance No. 11747 adopted on March 27, 2023, the City Council approved an appropriation of \$2,500,000.00 from the Wastewater Fund and reimbursement to the Developer for the cost to design and construct the Sanitary Sewer Extension.

WHEREAS, the construction of the gravity sanitary sewer will support the goal of the City to support development along South Liberty Parkway.

WHEREAS, the agreement establishes the parameters where the developer will be reimbursed for the design and construction of the gravity sanitary sewer.

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an ordinance approving an agreement by and between the City of Liberty, Clay County, Missouri and Prominence Holdings, LLC for construction of a sanitary sewer extension and cost reimbursement.

ORDINANCE NO. _____ (CONT.)

The cost reimbursement shall not exceed an amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS [\$2,500,000.00].

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2023.

MAYOR

Contract Reference No. _____

Project No. _____

SANITARY SEWER EXTENSION AND COST REIMBURSEMENT AGREEMENT

FIRST PARTY: The City of Liberty, Missouri, acting through its Mayor, hereinafter called the “City”.

SECOND PARTY: Prominence Holdings, LLC hereinafter called the “**Developer**”.

ESTIMATED COST: The Sanitary Sewer Extension, (as herein defined), is estimated to cost \$2,554,441.52 and will be constructed as part of the initial development of the Project (as herein defined) as provided in this Agreement. Developer shall complete the design and construction of the Sanitary Sewer Extension in accordance with the City of Liberty Design Criteria and Construction Specifications for public sanitary sewers (“**Standards and Specifications**”) as are current and adopted by the City’s Public Works Department.

CITY SHARE: Up to two million five hundred thousand dollars (\$2,500,000.00)

ESTIMATED DEVELOPER’S SHARE: Any and all costs in excess of two million five hundred thousand dollars (\$2,500,000.00) incurred to design and construct the Sanitary Sewer Extension, including the costs of acquiring easements, shall be borne by the Developer.

PERMIT FEE ESTIMATE: (\$153,266.00) (6% of construction costs)

LOCATION: See Exhibit B

PREAMBLE

THIS SANITARY SEWER EXTENSION AND COST REIMBURSEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of November __, 2023 (“**Effective Date**”) by and between PROMINENCE HOLDINGS, LLC, a Missouri limited liability company (together with its affiliates and their respective successors and assigns, the “**Developer**”) and the CITY OF LIBERTY, MISSOURI, a special charter city (the “**City**”). The Developer and the City are sometimes referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

IN CONSIDERATION OF the recitals below and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City hereby agree as follows:

WHEREAS, the Developer owns certain real property located at the northeast corner of the intersection of South Liberty Parkway and Plummer Road in Liberty, Clay County, Missouri, more

specifically described on Exhibit A attached hereto and incorporated herein by reference (“**Developer Property**”).

WHEREAS, the Developer intends to develop the Developer Property as a proposed multi-family and commercial project and has submitted zoning and entitlement applications to the City identifying the project as “Prominence of Liberty” (all prior and future approved applications, collectively, the “**Developer Improvements**”).

WHEREAS, in order to complete the Developer Improvements, Developer will be required to design and construct an offsite sanitary sewer connection from the City’s manhole 046 generally located southeast of the intersection of South Liberty Parkway and S. Withers Road to the Developer Property generally located north of the intersection of South Liberty Parkway and Hughes Road according to current City design and construction specifications (the “**Sanitary Sewer Extension Improvements**”), the locations and intersections of which are generally depicted on Exhibit B attached hereto and incorporated herein by reference.

WHEREAS, the Developer has provided preliminary and final design plans for the design of the Sanitary Sewer Extension Improvements in compliance with the Standards and Specifications (all such plans, collectively, “**Design Plans**”) attached hereto and incorporated herein by reference in Exhibit C.

WHEREAS, the Developer has acquired all necessary easements from private landowners to access, design, construct, and maintain the Sanitary Sewer Extension Improvements along its expected route (the “**Sanitary Sewer Easements**”), and has recorded the Sanitary Sewer Easements in favor of or assignable to the City which are incorporated herein by reference in Exhibit D.

WHEREAS, by Ordinance No. 11747 adopted on March 27, 2023, the City Council approved an appropriation of \$2,500,000.00 from the Wastewater Fund and reimbursement to the Developer for the cost to design and construct the Sanitary Sewer Extension in an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) and authorized the execution of this Agreement.

NOW, THEREFORE, in exchange of valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Design of Sanitary Sewer Extension Improvements. The Developer has completed Design Plans which have been reviewed and conditionally approved by the City and attached and incorporated herein as Exhibit C. The Developer shall be responsible for the payment of all design, legal, and other professional service costs associated with the preparation and submittal of all Design Plans contemplated by this Agreement. All Design Plans shall be prepared by a professional engineer registered and licensed in the State of Missouri. The final Design Plans must be approved by the City Engineer prior to the commencement of any work and prior to the issuance of a construction permit. Upon approval of the Design Plans and as a condition precedent to the receipt of the first Reimbursement Payment, Developer shall non-exclusively assign and transfer, jointly with Developer, all rights, title, and interest in and to the Design Plans to the City.

2. Construction of Sanitary Sewer Extension Improvements. The Developer shall construct and install, or shall cause the construction and installation of, the Sanitary Sewer Extension Improvements and appurtenances consisting of a sanitary sewer connection from the City's manhole 046 generally located southeast of the intersection of South Liberty Parkway and S. Withers Road to the Developer's project site generally located north of the intersection of South Liberty Parkway and Hughes Road (the "**Sanitary Sewer Extension Improvements**") identified in Exhibit B and in accordance with the Design Plans.

a. The Sanitary Sewer Extension Improvements shall only be started after the streets, roads and easements in which the Sanitary Sewer Extension Improvements are to be installed have been graded in accordance with the approved plans submitted by the Developer.

b. The Sanitary Sewer Extension Improvements are to be constructed and installed according to the Standards and Specifications. Should any future grading by Developer on the Developer Property, as caused by the construction of other Developer Improvements on the Developer Property, conflict with Developer's construction of the Sanitary Sewer Extension Improvements, any future relocations of the Sanitary Sewer Extension Improvements on the Developer Property shall be at the Developer's sole cost and expense.

3. Inspections. All work in constructing and installing the Sanitary Sewer Extension Improvements shall be open to inspection by the City during normal business hours for all phases of such work.

4. Acceptance of Sanitary Sewer Extension Improvements. Prior to acceptance by the City and upon the completion of the installation of the Sanitary Sewer Extension Improvements, all in accordance with the Standards and Specifications, the Developer shall deliver to the City (i) an Affidavit substantially in the form of the attached Exhibit E (the "**Completion Affidavit**") together with copies of paid bills for all engineering, labor, and materials used for the design, construction, and installation of said Sanitary Sewer Extension Improvements, (ii) lien waivers from all contractors and subcontractors providing labor or materials in connection with the Sanitary Sewer Extension Improvements, and (iii) an as-built survey showing the location of the Sanitary Sewer Extension Improvements located within the easements obtained by Developer (the "**As-Built Survey**"). As provided in this Agreement, the City shall be provided all necessary land rights for the construction, operation, maintenance, repair, and location of the Sanitary Sewer Extension Improvements through the easements on Exhibit D granted or assigned to the City, or such other easements as contemplated in this Agreement. Provided that Developer has performed Developer's obligations under this Agreement and the conditions to payment set forth in Sections 11a and 11b have been satisfied, the Public Works Department shall act to prepare documents accepting the Sanitary Sewer Extension Improvements via the adoption of an ordinance or resolution to the City Council for consideration. After acceptance of the Sanitary Sewer Extension Improvements and upon expiration of the 2-year performance and maintenance bond, the City shall be responsible for all maintenance and repair costs necessary to keep and maintain the Sanitary Sewer Extension Improvements in good working condition and repair.

The Sanitary Sewer Extension Improvements installed in accordance with this Agreement and accepted by the City shall be the property of the City. The control, operation, and right of use thereof shall be vested wholly and exclusively in the City, and the Developer shall have no interest therein other than the right to make connections thereto in accordance with the applicable Standards and Specifications under the applicable Rules and Regulations of the Public Works Department.

5. No Refunds or Revenue Sharing. The Developer shall not be entitled to any revenue or refund at any time on account of original customers directly and permanently, or temporarily, connected to said Sanitary Sewer Extension Improvements or on account of revenue collected from such customers.

6. Permit Fee. The Permit Fee Estimate is six percent (6.00%) of construction costs. The Reimbursement Amount described in Section 11 is inclusive of any and all permits, fees, licenses charged by the City.

7. Claims, Service Connections. The City may, at its option, refuse to allow service connections while there is a claim against the Developer for unpaid bills that are past due arising out of the construction and installation of the Sanitary Sewer Extension Improvements provided, however, the City shall not refuse to allow service connections if the Developer has delivered to the City the Completion Affidavit along with copies of paid bills, inspector field sign-off, and As-Built Survey in accordance with Section 4 of this Agreement and as required by the Standards and Specifications, or if the Developer agrees to indemnify the City to its satisfaction (which satisfaction may include requiring Developer to provide a bond in the amount of the disputed claim) against any disputed claim and the Director of Public Works waives this provision.

8. Acquisition of Easements. Pursuant to the approved Design Plans for the Sanitary Sewer Extension Improvements, Developer has obtained non-exclusive Easements for Public Sanitary Sewer Mains referred to in Section 10, below. In the event that field conditions or other changes in the Design Plans modify the planned route of the Sanitary Sewer Extension Improvements after Developer's commencement of construction, Developer shall endeavor to obtain all additional easements at Developer's sole cost and expense. The Developer shall make commercially reasonable efforts to negotiate with the property owners to acquire any such additional easements in the name of the City. If arm's length negotiations with property owners to acquire any such additional easements fail, Developer shall give City notice of its inability to acquire such additional easements at which point City may, in its sole discretion, pursue condemnation of such property, at Developer's cost.

9. Commencement of Construction. The Developer agrees to submit a construction schedule to the City for City's approval. Developer shall commence construction as provided within said construction schedule. The construction schedule shall be consistent with the phasing schedule for the identified in the Design Plans. If such construction is not commenced by Developer within one year after acceptance of this Agreement and the easements set forth on Exhibit D by the City, the Director of Utilities may, at his option and upon giving written notice, cancel this Agreement, in which case all deposits shall be forfeited, and any portion of the work

which had been completed shall become the property of the City and Developer shall have no further obligation concerning any additional construction or installation of the Sanitary Sewer Extension Improvements. The failure of the Developer to commence construction of the Sanitary Sewer Extension Improvements shall be excused if the reason or cause for the delay is attributable to a Force Majeure Event, as such term is defined herein, in which case the Developer's obligation to commence construction of the Sanitary Sewer Extension Improvements shall be extended by the number of days attributable to such delay. Additionally, the failure of the Developer to commence construction of the Sanitary Sewer Extension Improvements shall be excused if the reason or cause for the delay is solely attributable to action or inaction by the City, including delays caused in whole or in part by the City's failure to (i) timely review or approve the final Design Plans or other applications involving the Sanitary Sewer Extension Improvements, (ii) timely issue permits and licenses allowing the construction and installation of the Sanitary Sewer Extension Improvements, and (iii) timely inspect any part of the Sanitary Sewer Extension Improvements.

10. Transfer of Rights-of-Way, Easements, Licenses. The Developer shall transfer, convey, or assign to the City all reasonably necessary rights-of-way, easements, and licenses in and to land owned by Developer or third-parties necessary to construct, install, and maintain the Sanitary Sewer Extension Improvements anticipated by this Agreement, including non-exclusive easements as provided in the Design Plans and set forth on Exhibit D. Developer shall provide City with legal descriptions and related exhibits for all such necessary rights-of-way, easements, and licenses and upon completion of the Sanitary Sewer Extension Improvements shall provide the City, at Developer's sole cost and expense, an As-Built Survey. All easement conveyances outside the boundaries of the Developer Property have been previously obtained and are attached hereto as Exhibit D.

11. Reimbursement. The City agrees to reimburse Developer up to a maximum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) (the "**Reimbursement Amount**"), subject the terms and conditions of this Agreement. The Reimbursement Amount shall not exceed the actual cost of design and construction of the Sanitary Sewer Extension Improvements, including a development fee payable to Developer as consideration for Developer's efforts and expenses incurred in performance of its obligations hereunder equal to ten percent (10%) of the total costs ("**Development Fee**"), but exclusive of any costs related to obtaining the necessary easements, licenses, and rights-of-way described in Section 9, above. The Reimbursement Amount shall be paid at the following Project milestones:

a. Upon the approval of the final Design Plans and issuance of construction permits to build the Sanitary Sewer Extension Improvements, an amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00); provided such amount does not exceed the actual design and engineering costs and permit fees incurred by Developer to prepare the Design Plans and Developer provides documentation substantiating the amount of design and professional services costs incurred upon request.

b. Upon substantial completion of the Sanitary Sewer Extension Improvements which shall be defined as including the completion of (i) leakage testing, (ii) inspection sign-off, and delivery of As-Built Survey, an amount not to exceed ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000.00);

provided such amount does not exceed 90% of the actual cost of design and construction of the Sanitary Sewer Extension Improvements inclusive of the Development Fee.

c. Upon final completion, close-out of all construction permits issued by the City, Missouri Department of Natural Resources, and the U.S. Army Corp of Engineers, as applicable, and acceptance by the City Council via ordinance or resolution of the Sanitary Sewer Extension Improvements, the remainder of the Reimbursement Amount.

12. Independent Contractor. It is understood that in the construction and installation of the Sanitary Sewer Extension Improvements, the Developer is an independent contractor and is in no way acting as agent, servant, or employee of the City.

13. Payment, Performance and Maintenance Bonds. Before commencing work upon said Sanitary Sewer Extension Improvements, the Developer, or its agents, servants, employees, independent contractors or such other persons, firm partnership, corporation, or association by whom such work is to be performed, shall file with the Public Works Department a) a performance and maintenance bond in an amount equal to the estimated cost of the project, conditioned that such work will be done in accordance with the City of Liberty Design Criteria and Construction Specifications for public sanitary sewers and guaranteeing all work for a period of two (2) years from the date of acceptance of the work and b) a letter of credit or payment bond in an amount equal to the total estimated cost of the project, that shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise.

14. Bid Requirements. Because the cost of the Sanitary Sewer Extension Improvements will be reimbursed with City funds, Developer shall solicit bids from contractors, select one or more contractors, and negotiate and enter into such construction contracts or other agreements necessary for completion of the Sanitary Sewer Extension Improvements. In addition, Developer shall comply and shall cause its contractors and all subcontractors to comply, with all applicable governmental requirements, including, but not limited to Sections 290.210 through 290.340, RSMo, as amended, for the payment of prevailing wages to contractors and subcontractors in connection with the Project.

15. Liability Insurance and Indemnification. Before commencing work upon said project, the Developer or his agent, servant, employee, independent contractor or such other persons, firm, partnership, corporation or association by whom such work is to be performed shall also file with the City a Certificate of Public Liability Insurance in favor of the City or a contractor's general commercial liability insurance naming the City as an additional insured conditioned to protect and save harmless the City from all claims for damage to property or injury to persons by reason of such construction work. The amount of said insurance shall be consistent with the risk involved and shall be approved by the City. The Developer further agrees to protect, defend indemnify and hold the City and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorney fees) or other expenses or liabilities, whether false, fraudulent, meritless, or meritorious, of every kind and character arising out of or relate to any and all claims, liens,

demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter “**Claims**”) in connection with, relating to or arising directly or indirectly out of the error, omission, or negligence of the Developer, its employee’s, contractor’s, subcontractor’s, independent contractors, or other such similar entities’ work, construction or installation of the Sanitary Sewer Extension Improvements referenced herein, during any period or time prior to satisfactory completion, installation and final written approval by the City Engineer of the Improvements construction and the formal acceptance of maintenance of the Improvements by the City Engineer. The Developer further agrees, on behalf of itself and its successor, to investigate, handle, respond to provide defenses for and defend any such claims at its sole expenses and agrees to bear all other costs and expense related thereto, even if said claims are groundless, false or fraudulent.

16. Application and Permit Review. The City has reviewed Developer’s Design Plans which shall be approved prior to the commencement of any work related to the Sanitary Sewer Extension Improvements or issuance of a permit for the same. Such approval is conditioned upon the Design Plans satisfying all requirements of the City’s Standards and Specifications. City shall not unreasonably withhold, condition or delay any approvals or permits, and City shall promptly cooperate with obtaining and complying with any approvals and/or requirements of any other applicable governmental authorities, including Missouri Department of Natural Resources and the U.S. Army Corps of Engineers.

17. Control of Project. The Developer shall have complete and exclusive control over construction and installation of the Sanitary Sewer Extension Improvements. It is understood that all Sanitary Sewer Extension Improvements are to be installed in accordance with this Agreement, the provisions of Chapter 23A of the City’s Code of Ordinances, as well as the currently stated Standards and Specifications available on the City’s website at the following link: <https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications>.

18. Default and Remedies. In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than thirty (30) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice; (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice; (iii) the curing Party has theretofore been diligent in pursuing the cure; and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may either (a) terminate this Agreement and seek damages from the defaulting Party or (b) enforce this Agreement by the remedy of damages or pursue other remedies available in equity or law.

19. Force Majeure. Neither Party shall be liable to the other for any failure or delay in its obligations if such failure or delay is caused by a Force Majeure Event, whether or not such matters were foreseeable, and such failure or delay will not constitute a material breach of this Agreement. “**Force Majeure Event**” means any cause beyond the reasonable control of the Party that could not, by reasonable diligence, be avoided, including acts of God, acts of war, terrorism,

9101 W. 110th Street, Suite 200
Overland Park, KS 66210

Such address may be changed by a Party by giving the other Party ten (10) days' notice of such change in writing. If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

23. Assignment. As provided herein, Developer may assign, transfer, encumber or dispose of this Agreement or any interest therein or parts thereof to an affiliate (“**affiliate**” means another company with a degree of common ownership or common control by a third party sometimes referred to as associated companies) of Developer, so long as the assignee will use sanitary sewer services in a substantially similar manner contemplated by the Parties for sanitary sewer use and services. Developer shall also have the right to assign, sublet, license or sublicense all or any part of this Agreement to a third party entity (non-affiliate) provided the assignee assumes the Developer’s obligations and requirements in this Agreement upon prior written consent of the City, which consent shall not be unreasonably withheld. Any and all such assignments shall:

- a. be in writing, duly executed and acknowledged by the assignor;
- b. include the entire then unexpired term of this Agreement; and
- c. A duplicate original of such assignment shall be delivered to the City within thirty (30) days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee, by which the assignee shall assume all of the terms, covenants and conditions of this Agreement on the part of the Developer to be performed and observed.

24. Recording. The Developer may record in the Official Records a memorandum of this Agreement setting forth the existence of this Agreement against the Developer Property. Notwithstanding the foregoing, this agreement does not run with the land and shall not be recorded against any easements identified in Exhibit E.

25. Entire Agreement, Modification, Agreements, Negotiated Agreement. This Agreement, including all Exhibits attached hereto constitute the entire agreements (said agreements being separate but related agreements) between the Parties regarding construction and acceptance of the Sanitary Sewer Extension Improvements, and all prior or contemporaneous communication or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation, or inducement shall be effective to change, modify, or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that

one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

26. Severability. If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable.

27. Waiver. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

28. Choice of Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Missouri. Any lawsuit, action, or proceeding arising under this Agreement shall, to the extent there is federal jurisdiction over the Parties and subject matter, be brought exclusively in either the federal courts of the United States located in the Western District of Missouri or the circuit court of Clay County, Missouri.

29. Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neutral genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

30. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, including via Echo Sign

or DocuSign, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

31. Business Days. As used herein, the term “**Business Day**” shall mean a day that is not a Saturday, Sunday or legal holiday of the State of Missouri or a legal holiday of the City. All other references to “days” hereunder shall mean calendar days. If the date for performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Missouri, then the date for performance thereof shall be extended to the next Business Day.

32. Further Assurances. Upon the request of the other Party, each Party agrees to execute and deliver to the other Party documents and do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

33. Mutual Waiver of Consequential Damages. Except in the case of gross negligence or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

(Remainder of page intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals:

DEVELOPER:

I hereby certify that I have authority to execute this document on behalf of Developer.

Prominence Holdings, LLC, a Missouri limited liability company

By: FD Holdings, IV, LLC, a Missouri limited liability company
Sole Member

By: 
John R Davis, Jr
President

Date: 11/20/2023

(Affix Corporate Seal if applicable)
Approved as to form and legality:

CITY OF LIBERTY, MISSOURI

Deputy City Clerk Date

By: _____
Mayor Date

EXHIBIT A

DEVELOPER'S PROPERTY

All of the Southeast Quarter (SE 1/4) of Section 23, Township 51, Range 32, in Clay County, Missouri, containing 160 acres, more or less;

+

EXCEPT all that part conveyed to Immacolata Retreat House, a Missouri Corporation in the Warranty Deed recorded June 18, 1963 in Book 786 at Page 376 and more particularly described as follows: All of the North 1375 feet of the Southeast Quarter, except the East 1415 feet thereof, in Section 23, Township 51, Range 32, Clay County, Missouri, being 37.369 acres more or less,

AND EXCEPT all that part conveyed to Mercedarian Missionaries of Herriz, a Missouri Corporation, in the Warranty Deed recorded June 18, 1963 in Book 786 at Page 378 and more particularly described as; The North 1375 feet of the West 1015 feet of the East 1415 feet of the Southeast Quarter of Section 23, Township 51, Range 32, Clay County, Missouri, containing 32.029 acres more or less,

AND EXCEPT all that part conveyed to The J. A. Bruening Company, in the Missouri Warranty Deed recorded March 6, 1967 in Book 923 at Page 325 and more particularly described as follows: All of the East 400 feet of the North 1375 feet of the southeast Quarter of Section 23, Township 51, Range 32, in Liberty, Clay County, Missouri

SANITARY SEWER EXTENSION IMPROVEMENTS

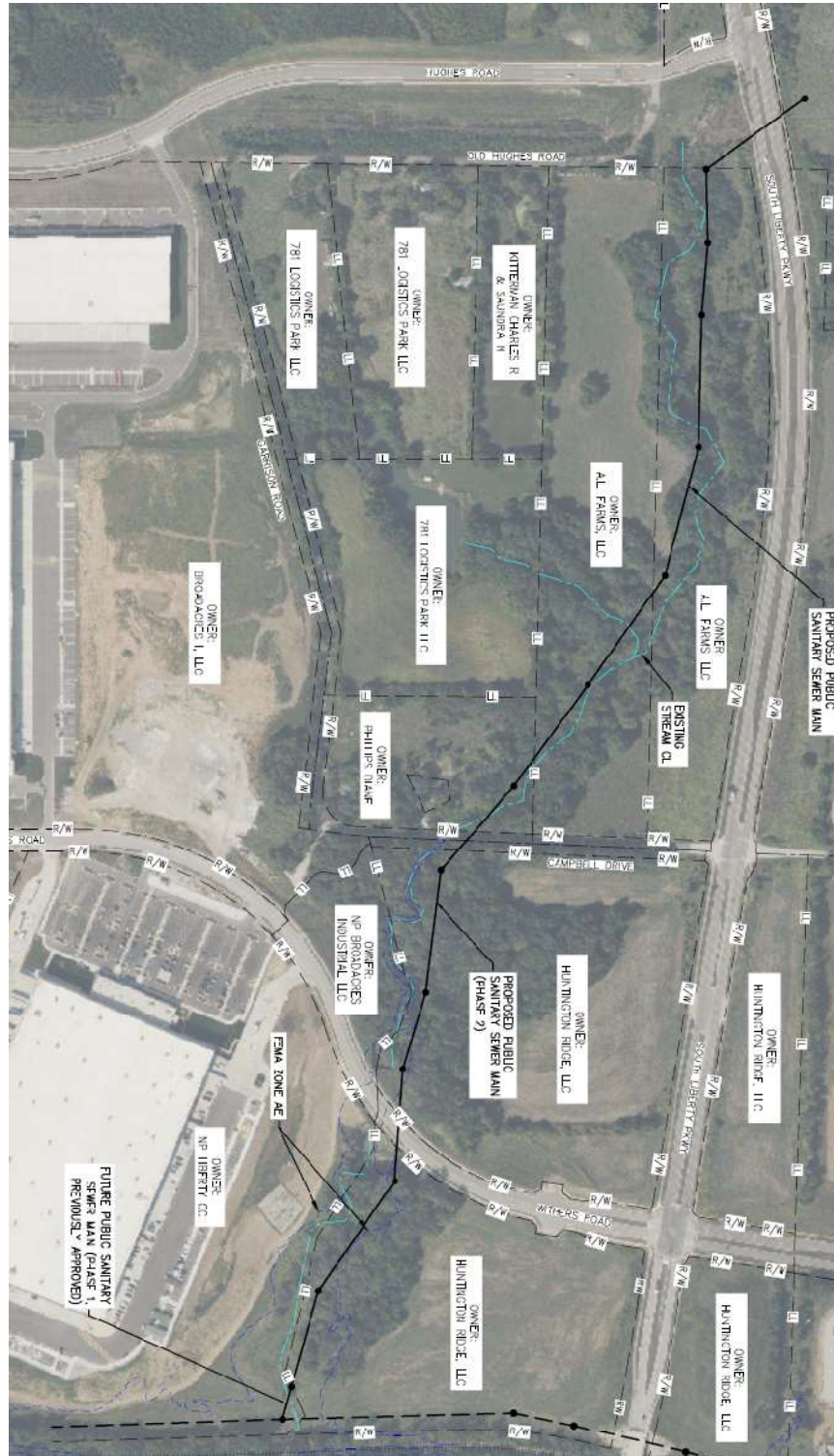


EXHIBIT C

DESIGN PLANS

DOCUMENT			
Public Sanitary Sewer Extension Plans for Prominence - Phase 1			
PAGE TITLE	SHEET	DATE	REV. DATE
Cover Sheet	SS-1	1/4/23	6/4/23
Sanitary Sewer Plan & Profile	SS-2	1/4/23	6/4/23
Tributary Area Map	SS-3	1/4/23	6/4/23
Standard Details	SS-4	1/4/23	6/4/23

DOCUMENT			
Public Sanitary Sewer Extension Plans for Prominence - Phase 2			
PAGE TITLE	SHEET	DATE	REV. DATE
Cover Sheet	SS-1	5/26/23	11/15/23
Property Map (General Layout Plan)	SS-2	5/26/23	11/15/23
Sanitary Sewer Plan & Profile	SS-3	5/26/23	11/15/23
Sanitary Sewer Plan & Profile	SS-4	5/26/23	11/15/23
Sanitary Sewer Plan & Profile	SS-5	5/26/23	11/15/23
Sanitary Sewer Plan & Profile	SS-6	5/26/23	11/15/23
Tributary Area Map	SS-7	1/4/23	11/15/23
Erosion Control Plan	SS-8	5/26/23	11/15/23
Erosion Control Plan	SS-9	5/26/23	11/15/23
Erosion Control Plan	SS-10	5/26/23	11/15/23
Erosion Control Plan	SS-11	5/26/23	11/15/23
Erosion Control Details	SS-12	1/4/23	11/15/23
Standard Details	SS-13	5/26/23	11/15/23
Standard Details	SS-14	5/26/23	11/15/23

EXHIBIT D
SANITARY SEWER EASEMENTS

[SEE ATTACHED]

Web Copy

Recorded in Clay County, Missouri

Date and Time: 10/19/2022 at 03:56:33 PM

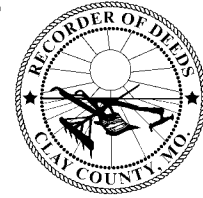
Instrument Number: 2022034042

Book: 9467 Page: 106

Instrument Type: EASE

Page Count: 8

Recording Fee: \$45.00 S



Electronically Recorded

Katee Porter, Recorder

Title of Document: Easement for Public Sanitary Sewer Mains

Date of Document: September 22, 2022

Grantor(s): NP Liberty CC Building IV, LLC, a Missouri limited liability company

Grantee(s): The Mayor, City Councilmen and the Citizens of the City of Liberty, a municipal corporation of the State of Missouri

Grantee's Mailing Address(es): 101 E. Kansas Street, Liberty, MO 64068

Legal Description:

SEE ATTACHED EXHIBIT "A"

Reference Book(s) and Page(s):

Katee Porter, Recorder of Deeds

EASEMENT FOR PUBLIC SANITARY SEWER MAINS

SEC 25 T 51N R 32W

THIS AGREEMENT, made this 22ND day of September, 2022, by and between: NP Liberty CC Building IV, LLC, a Missouri limited liability company, **GRANTOR**, and THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI, **GRANTEE**, **GRANTEE'S mailing address 101 E. Kansas Street, Liberty, MO 64068.**

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged), does hereby grant, and convey, without warranty, unto **GRANTEE**, subject to matters of record and the existing rights of others affecting the rights and easement granted hereunder, if any, a non-exclusive permanent easement and right-of-way to locate, construct, reconstruct, maintain, remove, operate, replace and repair a public utility sanitary sewer, structure, conduit, and any and all appurtenances incident thereto over, upon, under, and through the tract owned by GRANTOR in said City of Liberty, Clay County, Missouri, legally described in Exhibit A attached hereto ("Grantor's Tract"). The sanitary sewer easement hereby granted is thirty-seven and one-half (37.5) feet on each side of the proposed centerline of the sanitary sewer as identified and depicted in Exhibit B attached hereto, and terminates at the property lines of Grantor's Tract.

Upon construction, completion and acceptance of such sanitary sewer main by the City of Liberty, Missouri, the easement hereby granted will automatically, and without further action, reduce to a minimum width of fifteen (15) feet on each side of the centerline of the sanitary sewer as constructed over, upon, under and through Grantor's Tract.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns, the **GRANTOR** hereby covenanting unto the **GRANTEE**, its successors and assigns as follows:

1. Said easement tract will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement or curbs or any currently existing building structures) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing and maintaining such sanitary sewer mains, structures, conduits and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with or jeopardize or threaten the normal and proper operation

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and maintenance of such sanitary sewer mains, structures, conduits and appurtenances.

2. The right of **GRANTEE**, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sanitary sewer mains, structures, conduits and all appurtenances incidental thereto.

3. The **GRANTEE**, its successors and assigns, shall be kept free of all claims for damages to trees, shrubs and all other things on said described area by reason of the rights herein conveyed by **GRANTOR**, and the **GRANTOR** does hereby covenant with the **GRANTEE** that **GRANTOR** is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that except as provided elsewhere in this document **GRANTOR** will forever warrant and defend the title thereto against the lawful claims of all persons claiming by, through or under Grantor, but none other, affecting the rights and easement granted hereunder.

4. For the same consideration, **GRANTEE** shall have the right at all times to go upon the land herein described to locate, construct, reconstruct, maintain, remove, operate, replace and repair such sanitary sewer mains, structures, conduits, and any and all appurtenances incident thereto.

5. In exercise of its rights hereunder, **GRANTEE** shall use then existing streets, roads, driveways and lanes whenever practicable; repair and restore then existing surface on each entry; and pay for damage, if any, to growing crops, fences, surface of land or personal property on each entry.

[Signature page follows]

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IN TESTIMONY WHEREOF, the said **GRANTOR** has set hand and seal the day and year first above written.

NP Liberty CC Building IV, LLC,
a Missouri limited liability company

By: 
Name: JASON RIDGWAY
Title: SENIOR VICE PRESIDENT

STATE OF Missouri)
COUNTY OF St Louis)SS

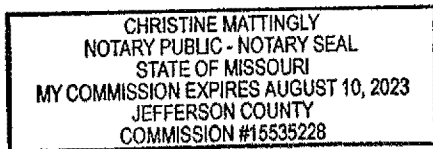
On this 4 day of October, 2022 before me, personally appeared Jason Ridgway, to me personally known, and who being by me duly sworn, did say that she is a Sr. Vice President of NP Liberty CC Building IV, LLC, a Missouri limited liability company, and that the instrument was signed on behalf of said company by authority duly conferred upon her/him by its Board of Directors and s/he acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in St Louis MO the day and year last above written.

Christine Malle

Notary Public in and for said County and State

My term expires:



Katee Porter, Recorder of Deeds

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Exhibit A

A 63.875 acre tract lying in Section 25, Township 51 North, Range 32 West, all in the City of Liberty, Clay County Missouri and being a portion of the lands previously conveyed as follows:

Parent Tract Description:

Part of Section No. 25, Township No. 51, Range No. 32, described as follows:

Beginning at the Southwest corner of said section, thence East in said Section line 251.6 poles to a stake, thence North in subdivision line to Vandyke's line, thence North 75 degrees West to the center of a certain branch, thence up said branch in the general range thereof to the point where the Spring Branch empties in the same, thence South 75 degrees West 24 poles, thence South 2.25 degrees East 11 poles to the mouth of a lane, thence in the center of said lane North 64 degrees West, 36 poles, thence South 75 degrees West in said lane 88 poles to a stake, in the section line, thence in said section line South 236 poles to the beginning; "EXCEPT" that part conveyed by deed recorded in Book 824 at page 198 to the Mayor, Councilmen and citizens of the City of Liberty, Missouri, a municipal corporation, and except those parts in roads, streets, and except that part lying within the Railroad rights of way as same are now located, and except any part thereof lying east of the Chicago Milwaukee, St Paul and Pacific Railroad Company right of way in Liberty, Clay County, Missouri.

Said portion being more particularly described as follows:

Commencing at a 3/8" iron bar found at the West ¼ corner of Section 25;

Thence South 88° 42' 12" East along the East-West centerline of the Southwest 1/4 section, 2,431.95 feet to the East line of Liberty Commerce Center First Plat and the point of beginning of the tract herein described;

Thence Northerly along the East lines of said First Plat for the following six courses:

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North 30° 53' 35" West along said East line 472.79 feet;
North 35° 36' 43" East along said East line 129.27 feet;
North 58° 33' 26" West along said East line 34.60 feet;
North 22° 32' 09" East along said East line 175.76 feet;
North 67° 27' 51" West along said East line 243.53 feet to the East line of Withers Road;
North 00° 00' 00" East along said east lines 161.36 feet to a point of curvature, said curve being to the right and having a radius of 766.00 feet;

Thence Northerly along said curve 947.13 feet (Chord: North 35° 25' 20" East 887.94 feet), passing the Northeast corner of said First Plat and continuing along the proposed East line of Withers Road;

Thence North 70° 50' 39" East, along said East line, 53.98 feet to a point of curvature, said curve being to the left and having a radius of 834.00 feet;

Thence along said curve 281.47 feet (Chord: North 61° 10' 32" East 280.14 feet) to the centerline of the creek that is the common line between the parent tract and adjoining lands to the North;

Thence meandering along said creek for the following eleven courses:

South 70° 12' 13" East 22.47 feet;
South 71° 22' 26" East 147.29 feet;
South 71° 41' 16" East 137.45 feet;
South 25° 48' 11" East 112.48 feet;
South 75° 12' 58" East 187.69 feet;
North 89° 23' 46" East 92.98 feet;
South 67° 27' 13" East 96.76 feet;
North 81° 32' 02" East 76.14 feet;
North 68° 59' 07" East 67.21 feet;
North 80° 34' 58" East 67.24 feet;
South 52° 29' 15" East 38.03 feet to the West line of the Burlington Northern Railroad right of way;

Thence South 01° 49' 52" East 316.00 feet along the West line of the Burlington Northern Railroad right of way to a point of curvature being to the right and having a radius of 3133.23 feet;

Thence along said curve and right of way 1183.14 feet (Chord: South 08° 59' 12" West 1176.13);

Thence South 19° 48' 16" West along said right of way 424.91 feet to the North line of Liberty Commerce Center Second Plat;

Thence North 90° 00' 00" West 170.61 feet along said North line;

Thence North 52° 13' 03" West 429.82 feet along said North line;

Thence South 77° 58' 19" West 486.25 feet along said North line;

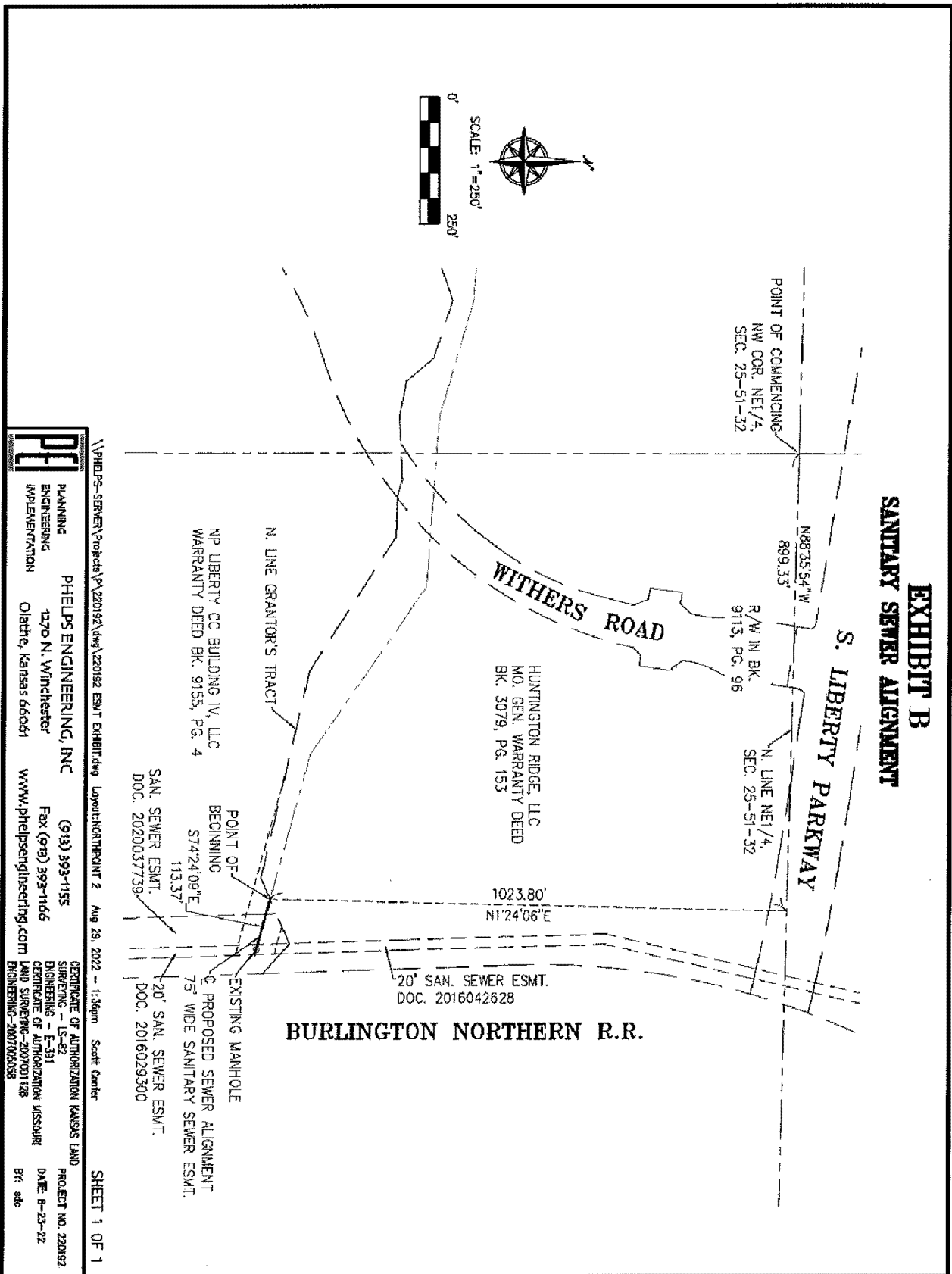
Thence North 30° 53' 35" West 178.32 feet to the point of beginning, said point being on the East-West centerline of said Section 25 and lying 362.76 feet Westerly of the center corner of Section 25, being monumented with a 5/8 inch rebar.

Note: The bearings herein are based on Missouri State Plane Grid North.

Subject to easements, reservations, restrictions, and covenants, if any of record.

Web Copy

Exhibit B



Web Copy

Recorded in Clay County, Missouri

Date and Time: 10/20/2022 at 11:07:21 AM

Instrument Number: 2022034102

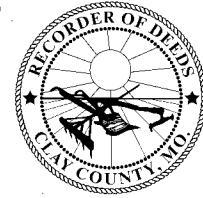
Book: 9467

Page: 166

Instrument Type: EASE

Page Count: 7

Recording Fee: \$42.00 S



Electronically Recorded

Katee Porter, Recorder

(Space above reserved for Recorder of Deeds certification)

1. **Title of Document:** Easement for Public Sanitary Sewer Mains
2. **Date of Document:** October 10, 2022
3. **Grantor(s):** Deborah Phillips, a single person
Fredrick Troy Phillips, a married person
4. **Grantee(s):** Foresight Real Estate Services, LLC, a Missouri limited liability company
5. **Statutory Mailing Address(s):** 2089 Red Oak Lane, Liberty, MO 64068
6. **Legal Description:** SEE ATTACHED EXHIBIT "A"
7. **Reference Book and Page(s):** _____

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

Katee Porter, Recorder of Deeds

EASEMENT FOR PUBLIC SANITARY SEWER MAINS

SEC 25 T 51N R 32W

THIS AGREEMENT, made this 10th day of October, 2022, by and between: Deborah Phillips, a single person, and Fredrick Troy Phillips, a married person, **GRANTOR**, and Foresight Real Estate Services, LLC, a Missouri limited liability company, **GRANTEE**, **GRANTEE'S mailing address 2089 Red Oak Lane, Liberty, MO 64068.**

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged), does hereby grant, and convey, without warranty, unto **GRANTEE**, subject to matters of record and the existing rights of others affecting the rights and easement granted hereunder, if any, a non-exclusive permanent easement (hereinafter the "Easement") and right-of-way to locate, construct, reconstruct, maintain, remove, operate, replace and repair a public utility sanitary sewer (Sewer Improvements), structure, conduit, and any and all appurtenances incident thereto over, upon, under, and through the tract owned by GRANTOR in said City of Liberty, Clay County, Missouri, legally described in Exhibit A attached hereto ("Grantor's Tract"). The sanitary sewer easement hereby granted is Twenty (20) feet on each side of the proposed centerline of the sanitary sewer as identified and depicted in Exhibit B attached hereto, and terminates at the property lines of Grantor's Tract.

1. Grantor hereby grants and conveys for the benefit of Grantee, and its agents, employees, contractors, designees (collectively, the "Permittees"), successors and assigns, a nonexclusive temporary construction easement (the "Temporary Construction Easement") over upon and through the Sewer Easement Area as depicted and legally described on Exhibit E attached hereto and incorporated herein (referred to herein as the "**Temporary Construction Easement Area**") consisting of an area 37.5 wide on either side of the Sewer Easement Area for (i) the purpose of constructing within the Sewer Easement Area all Sewer Improvements, (ii) access by construction personnel for the purpose of engaging in construction activities related to Grantee's construction of the Sewer Improvements, and (iii) any other uses or purposes reasonably necessary, in Grantee's reasonable discretion, for the completion of Grantee's construction of the Sewer Improvements. Grantee shall diligently proceed with the Sewer Improvements in a good, workmanlike and lien-free manner and in compliance with applicable laws, regulations, codes, rules, and specifications of any governmental or quasi-governmental entities. Grantee shall not use explosive devices to excavate within the Sewer Easement Area without the prior written consent of Grantor, which consent shall not be unreasonably withheld. At the conclusion of construction of the Sewer Improvements, Grantee shall repair or cause to be repaired, at its sole cost and expense, any and all damage to the Grantor Parcel directly caused by or as a direct result of the construction activities contemplated hereunder, including but not limited to the hydroseeding of any interrupted ground, the repaving of any drives or roads and restoring the Easement Area and the Temporary Construction Easement Area to substantially the same condition as it existed at the commencement of construction

1. The Easement shall automatically terminate five (5) years after the date of this Agreement unless the Sewer Improvements shall have been completed and accepted by the City of Liberty. If the Easement is terminated pursuant to this provision, Grantee shall execute and record, in the office of the Recorder of Deeds for Clay County, Missouri a written agreement confirming that this Easement has terminated and confirming the Termination Date.

2. The Temporary Construction Easement shall automatically terminate effective as of that date (the "Termination Date") which is the earliest to occur of the following events: (i) five(5) years after the date of this Agreement or (ii) thirty (30) days after the full and final completion of the Sewer Improvements. Following the Termination Date, Grantee shall execute and record, in the office of the Recorder of Deeds for Clay County, Missouri a written agreement confirming that this Temporary Construction Easement has terminated and confirming the Termination Date.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns, the **GRANTOR** hereby covenanting unto the **GRANTEE**, its successors and assigns as follows:

1. **GRANTEE** shall be fully permitted to assign this Agreement, on one or more occasions, to an affiliate of Grantee, or to THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI without obtaining the consent of **GRANTOR**; provided, however, **GRANTEE** and any such assignee shall enter into a recordable instrument properly assigning this Agreement.

2. Said easement tract will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement or curbs or any currently existing building structures) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing and maintaining such sanitary sewer mains, structures, conduits and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with or jeopardize or threaten the normal and proper operation and maintenance of such sanitary sewer mains, structures, conduits and appurtenances.

3. The right of **GRANTEE**, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sanitary sewer mains, structures, conduits and all appurtenances incidental thereto.

1. 4. Each party hereby agrees to indemnify, defend and hold the other party and their respective affiliates and subsidiaries, and their respective officers, directors, employees, agents, and contractors (each, an "**Indemnified Party**") harmless from any and all losses, damages, liabilities and expenses (including, without limitation court costs and reasonable attorneys' fees) which arise from any third party claims, suits, and/or actions (hereinafter, collectively, "**Claims**") in connection with (i) the exercise of rights by the other party within the Sewer Easement Area; and/or (ii) the performance or non-performance of the other party's obligations hereunder, except for any and all Claims caused by or arising from the actions, negligence or willful misconduct of such Indemnified Party.

5. For the same consideration, **GRANTEE** shall have the right at all times to go upon the land herein described to locate, construct, reconstruct, maintain, remove, operate, replace and repair such sanitary sewer mains, structures, conduits, and any and all appurtenances incident thereto Provided, That, after each such entry upon the land of Grantor, Grantee shall restore the land to it condition prior to such entry

Web Copy

6. In exercise of its rights hereunder, **GRANTEE** shall use then existing streets, roads, driveways and lanes whenever practicable; repair and restore then existing surface on each entry; and pay for damage, if any, to growing crops, fences, surface of land or personal property on each entry.

7. At the time of execution of this agreement, Grantee shall reimburse Grantor for Grantor's attorney's fees in the amount of \$1000.00.

8. The Grantor shall have the irrevocable right to connect to the Sewer Improvements subject to compliance with the laws of the State of Missouri and the City of Liberty.

[Signature page follows]

Web Copy

IN TESTIMONY WHEREOF, the said **GRANTOR** has set hand and seal the day and year first above written.

Deborah Phillips
Deborah Phillips

Fredrick Troy Phillips
Fredrick Troy Phillips

STATE OF Missouri)
COUNTY OF Clay) SS

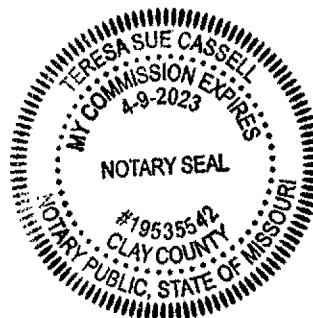
On this 10th day of October, 2022 before me, personally appeared Deborah Phillips, an individual, and Fredrick Troy Phillips, an individual, to me personally known to be the persons described herein and who executed the foregoing instrument; and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, MO the day and year last above written.

My term expires:
4-9-2023

Notary Public in and for said County and State

Teresa Sue Cassell
Teresa Sue Cassell



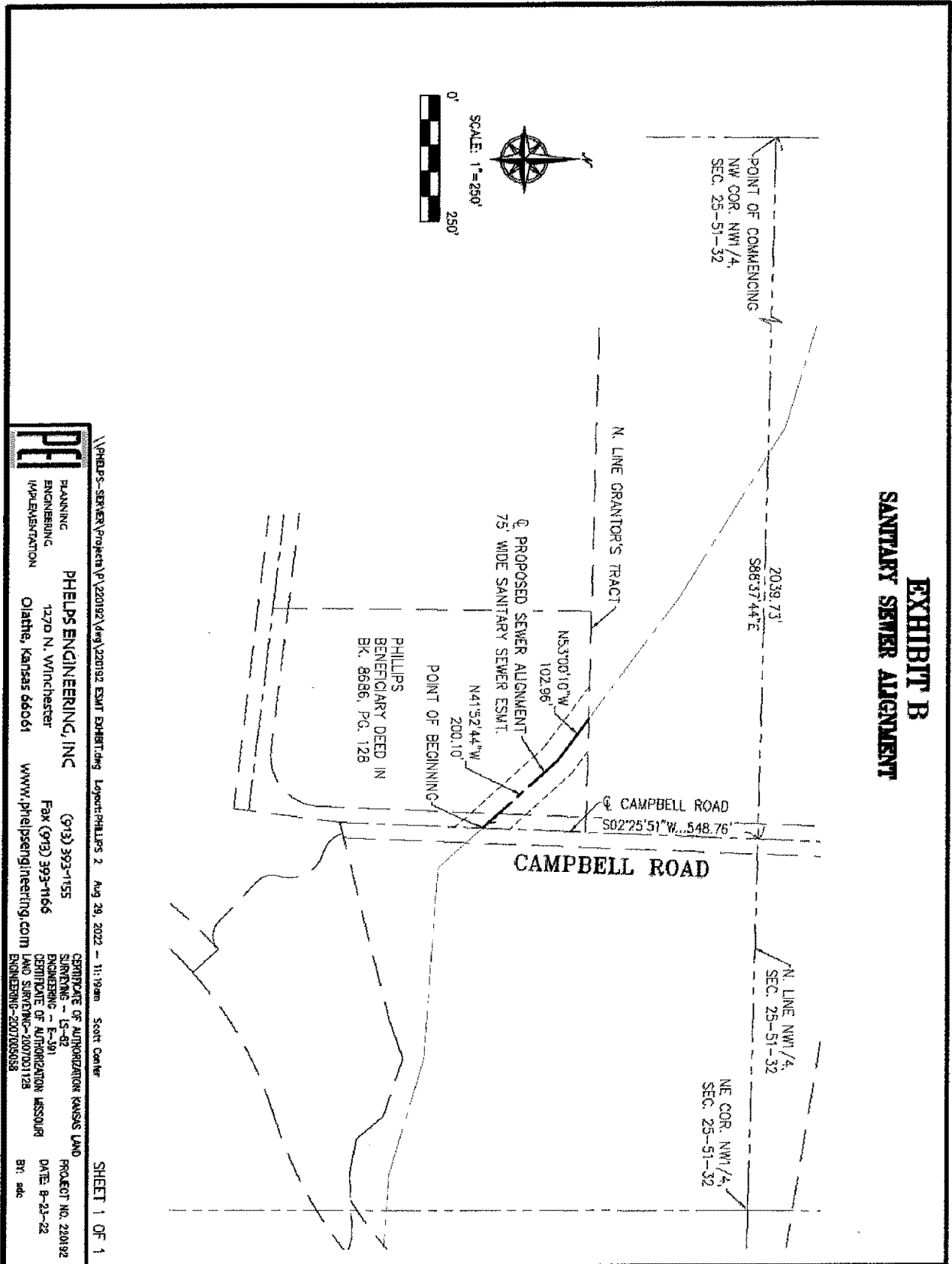
Katee Porter, Recorder of Deeds

Web Copy

Exhibit A

Beginning at a point in the center of a public road, said point located 343 feet South and 2019.5 feet East, (originally survey was 121 poles) of the Northwest corner of Section 25, Township 51, Range 32, west, thence South 2 1/4 degrees west a distance of 660 feet; thence North 84 degrees west a distance of 413.8 feet, thence North 0 35' East a distance of 524.2 feet; thence East a distance of 438 feet to the point of beginning, EXCEPT one fourth of an acres that is included in this enclosure that is used as a cemetery, also EXCEPT any part in road, all in Liberty, Clay County, Missouri.

Exhibit B



Web Copy

Recorded in Clay County, Missouri

Date and Time: 10/20/2022 at 12:08:26 PM

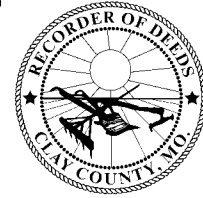
Instrument Number: 2022034125

Book: 9468 Page: 9

Instrument Type: ASSN

Page Count: 5

Recording Fee: \$36.00 S



Electronically Recorded

Katee Porter, Recorder

ASSIGNMENT AND ASSUMPTION OF EASEMENT FOR PUBLIC SANITARY SEWER MAINS

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT FOR PUBLIC SANITARY SEWER MAINS (this "**Assignment**"), made as of the 18TH day of October, 2022, by and between **Foresight Real Estate Services, LLC**, a Missouri limited liability company ("**GRANTOR**") and **Prominence Holdings, LLC**, a Missouri limited liability company ("**GRANTEE**"), whose address is 2089 Red Oak Lane, Liberty, MO 64068.

WHEREAS, Assignor is the beneficiary of that certain Easement for Public Sanitary Sewer Mains recorded in Book 9467 at Page 166 in the office of the Recorder of Deeds of Clay County, Missouri ("**Easement**") granted by Deborah Phillips, an individual, and Fredrick Troy Phillips, an individual, over, upon, under, and through a portion of certain real property legally described in **Exhibit A**, attached and incorporated hereto, and as more accurately depicted on **Exhibit B**, attached and incorporated hereto.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee and Assignee's successors and assigns, all of Assignor's right, title, and interest in and to the Easement and Assignee agrees to assume and be subject to all of Assignor's right, title, and interest in and to the Easement. The Assignor's rights under the Easement are hereby made without any representation, warranty, or covenant whatsoever of ownership, condition, sufficiency, utility, value, or any other matter relating to or respecting the Easement. Assignee agrees to indemnify and hold Assignor harmless for any and all losses, damages, obligations, or expenses (including reasonable attorneys' fees) incurred by Assignor that are related to the Easement and occur after the date hereof. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signature page follows]

Katee Porter, Recorder of Deeds

Web Copy

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first above written.

ASSIGNOR:

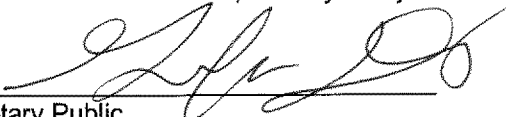
Foresight Real Estate Services, LLC,
a Missouri limited liability company

By: 
John R. Davis, Jr., Sole Member

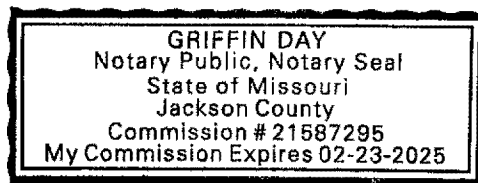
STATE OF MO)
COUNTY OF CLAY) ss.

On this 18 day of October, 2022, before me appeared John R. Davis, Jr., to me personally known, who, being by me duly sworn, did say that he is the Sole Member of Foresight Real Estate Services, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company; and he acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: 2-23-2025

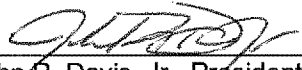


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ASSIGNEE:

Prominence Holdings, LLC,
a Missouri limited liability company

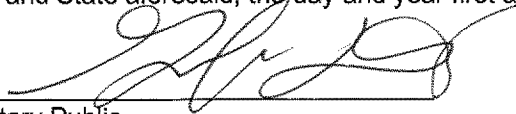
By: FD Holdings IV, LLC,
a Missouri limited liability company, Member

By: 
John R. Davis, Jr., President

STATE OF MO)
COUNTY OF CLAY) ss.

On this 18 day of October, 2022, before me appeared John R. Davis, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of FD Holdings IV, LLC, a Missouri limited liability company, and that FD Holdings IV, LLC is a Member of Prominence Holdings, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of Prominence Holdings, LLC; and he acknowledged said instrument to be the free act and deed of Prominence Holdings, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: 2-23-2025

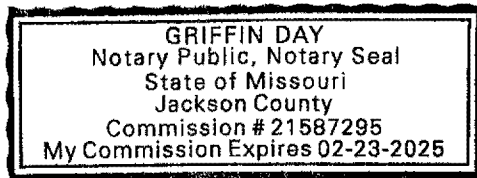
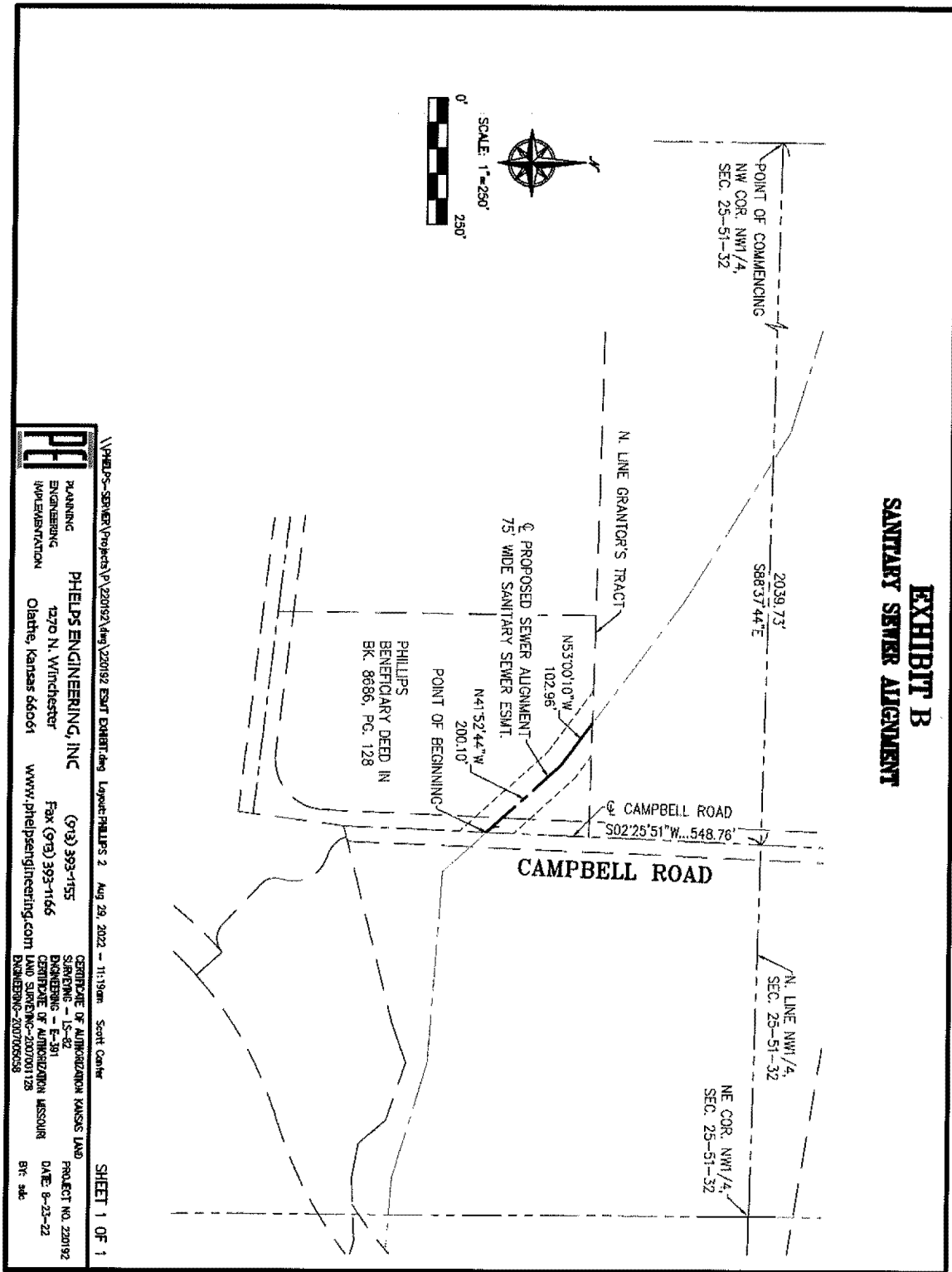


EXHIBIT A

Beginning at a point in the center of a public road, said point located 343 feet South and 2019.5 feet East, (originally survey was 121 poles) of the Northwest corner of Section 25, Township 51, Range 32, west, thence South 2 1/4 degrees west a distance of 660 feet; thence North 84 degrees west a distance of 413.8 feet, thence North 0 35' East a distance of 524.2 feet; thence East a distance of 438 feet to the point of beginning, EXCEPT one fourth of an acres that is included in this inclosure that is used as a cemetery, also EXCEPT any part in road, all in Liberty, Clay County, Missouri.

Exhibit B





Recording Date/Time: 04/13/2023 at 10:41:59 AM

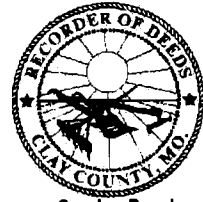
Instr #: 2023008288

Book: 9545 Page: 39

Type: EASE

Pages: 8

Fee: \$45.00 S 20230007188

Sandra Brock
Recorder of DeedsEASEMENT FOR PUBLIC SANITARY SEWER MAINSSEC 25 T 51N R 32W

THIS AGREEMENT is made this 5TH day of April, 2023, by and between: Huntington Ridge, L.L.C., a Missouri limited liability company, **GRANTOR**, and Prominence Holdings, LLC, a Missouri limited liability company, **GRANTEE**. **GRANTEE'S mailing address 2089 Red Oak Lane, Liberty, MO 64068.**

WHEREAS, Grantor and Grantee entered into that certain Easement for Public Sanitary Sewer Mains on September 11, 2022, recorded October 19, 2022 in in Book 9467 at Page 105 with the Recorder of Deeds, Clay County, Missouri ("Original Agreement");

WHEREAS, it is the intention of Grantor and Grantee that this Agreement replaces, restates, amends, and supersedes the Original Agreement;

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and for other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged), does hereby grant, and convey, without warranty, unto **GRANTEE**, subject to matters of record and the existing rights of others affecting the rights and easement granted hereunder, if any, a non-exclusive permanent easement to locate, construct, reconstruct, maintain, remove, operate, replace and repair a public utility sanitary sewer, structure, conduit, and any and all appurtenances incident thereto over, upon, under, and through the tract owned by GRANTOR in said City of Liberty, Clay County, Missouri, legally described in Exhibit A attached hereto ("Grantor's Tract"). The sanitary sewer easement hereby granted is thirty-seven and one-half (37.5) feet on each side of the proposed centerline of the sanitary sewer as identified and depicted in Exhibit B attached hereto, and terminates at the property lines of Grantor's Tract.

Upon construction, completion and acceptance of such sanitary sewer main by Grantee or the City of Liberty, Missouri, the easement hereby granted will automatically, and without further action, reduce to a width of fifteen (15) feet on each side of the centerline of the sanitary sewer as constructed over, upon, under and through Grantor's Tract. Neither the grant of the initial 75 foot wide easement nor the reduced 30 foot wide easement shall be construed as creating any secondary easement for Grantee over any other portion of Grantor's Tract to access the sanitary sewer main.

Web Copy

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns, the **GRANTOR** hereby covenanting unto the **GRANTEE**, its successors and assigns as follows:

1. **GRANTEE** shall be fully permitted to assign this Agreement, on one or more occasions, to an affiliate of Grantee, or to THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI without obtaining the consent of **GRANTOR**; provided, however, **GRANTEE** and any such assignee shall enter into a recordable instrument properly assigning this Agreement subject to the terms and conditions of this Agreement and shall provide a copy of the same to Grantor.

2. Said easement tract will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, curbs, street lights, signs, landscaping, drainage facilities, whether paved or otherwise surfaced, overhead utility lines or wires, sprinkler systems, fiber optics, other easements, fence crossings, other non-conflicting pipes or any facilities or utilities or appurtenances thereto relative to utilities or services designed to be extended to or to serve Grantor's property lying on either side of the permanent easements described above, including, but not limited to, underground sleeves or conduit or casings benefitting Grantor and the extension of utilities or services to Grantor's property lying on either side of the permanent easements described above) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing, and maintaining such utility mains and appurtenances; and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will materially reduce or materially increase the earth coverage in such manner and to such extent so as to materially interfere with or jeopardize or threaten the normal and proper operation and maintenance of such utility mains and appurtenances.

3. After construction of the public mains in the permanent easement areas, Grantee shall have no right to use the surface of the permanent easement areas except for the right of **GRANTEE**, its agents, servants, employees, or independent contractors to go upon said land at any time to excavate or perform other operations for the purpose of laying, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said utility mains and all appurtenances incidental thereto.

4. The **GRANTEE**, its successors and assigns, shall be kept free of all claims for damages to trees, shrubs and all other things on said described area by reason of the rights herein conveyed by **GRANTOR**, and the **GRANTOR** does hereby covenant with the **GRANTEE** that **GRANTOR** is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that except as provided elsewhere in this document **GRANTOR** will forever warrant and defend the title thereto against the lawful claims of all persons claiming by, through or under Grantor, but none other, affecting the rights and easement granted hereunder.

As a part of the consideration for this grant, the **GRANTOR** does hereby release **GRANTEE**, its agents, servants, employees, or independent contractors from any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted except any damage caused by an act of negligence on the part of the Grantee and/or Grantee's agents, servants, employees or independent contractors.

5. For the same consideration, **GRANTEE** shall have the right at all times to go upon

Sandra Brock, Recorder of Deeds

Web Copy

the land herein described to locate, construct, reconstruct, maintain, remove, operate, replace and repair such sanitary sewer mains, structures, conduits, and any and all appurtenances incident thereto.

6. In exercise of its rights hereunder, **GRANTEE** shall use then existing streets, roads, driveways and lanes whenever practicable; repair and restore then existing surface on each entry; and pay for damage, if any, to growing crops, fences, surface of land or personal property on each entry.

In addition, in exercise of its rights hereunder **GRANTEE** will ensure that prior to entering onto the permanent easement areas that **GRANTEE** and Grantee's Agents and other such parties who assist with the construction, maintenance or use of the permanent easement areas are covered under the terms of insurance policies. Grantee shall obtain, or cause Grantee's general contractor or Grantee's Agents to obtain, and maintain in full force and effect during any time that **GRANTEE** or Grantee's Agents are in or on the permanent easement areas a policy of comprehensive general liability insurance listing Huntington Ridge, LLC as a named insured and loss payee with limits of liability of not less than One Million Dollars; and shall prior to commencement of construction provide a certificate of insurance to Huntington Ridge, LLC naming Huntington Ridge, LLC as a certificate holder and loss payee, which certificate shall provide that Huntington Ridge, LLC shall receive at least 30 days prior written notice of cancellation or nonrenewal of such insurance.

Furthermore, **GRANTEE** hereby agrees to indemnify, defend and hold harmless **GRANTOR** and its employees, contractors, subcontractors, affiliates and associates from and against all claims, damages, losses, injuries, costs or liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising out of, or connected with Grantee's use of the permanent easement areas; provided, however Grantee's obligations hereunder shall not apply to those claims which may arise from Grantor's gross negligence.

GRANTEE and/or Grantee's Agents are solely responsible for all costs associated with any work done in the permanent easement areas by Grantee and shall promptly pay when due without penalties or interest all claims for labor, materials, or construction services by contractors, subcontractors, laborers, or supplies in connection with the work done in the permanent easement areas and **GRANTEE** shall hold Huntington Ridge, LLC harmless from any mechanic's liens filed on or against Grantor's Tract and/or the permanent easement areas by any contractors, laborers or suppliers.

GRANTEE shall upon completion of such construction, maintenance or repair, cause the land of Grantor to be restored to the same or better condition that existed prior to the Grantee's entry upon it; notwithstanding the foregoing, Grantor agrees that Grantee shall have no obligation to replace any trees removed within the easement herein granted, but Grantee shall be obligated to plant new trees if, and only if, required by the City of Liberty in conjunction with permitting the construction of the sanitary sewer main contemplated herein.

Except for the rights, privileges, benefits and easement granted herein, Grantor hereby reserves all its right, title and interest in and to the property interests incident to the fee simple estate thereof and for any and all purposes not inconsistent with Grantee's permanent easement right as expressly permitted herein.

The parties have the power to execute and deliver this Agreement and to perform the obligations hereunder and that each signatory hereto has been duly authorized by all requisite

Sandra Brock, Recorder of Deeds

Web Copy

action, to execute and deliver this Agreement and to perform the obligations hereunder. The parties have read this Agreement and fully understand it and execute it with full knowledge of its content and meaning.

To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of the parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

Grantee's use of the permanent easement areas shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction. Notwithstanding anything to the contrary elsewhere in this Agreement, Grantee is solely responsible for obtaining any other necessary consents, permissions or authorizations from any other person or entity or easement holders, if any, before commencing work. All work done by Grantee on Grantor's Tract to be done in a good and workmanlike condition. The permanent easement areas shall be left by Grantee in a clean and good condition, with all debris removed therefrom and all trenches filled. No construction activities of Grantee shall result in increased water runoff or drainage or result in erosion on the remainder of Grantor's Tract.

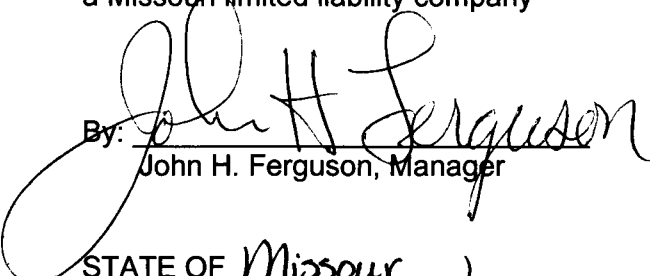
Grantee accepts the permanent easement areas and all aspects thereof in "as is" "where is" condition and "with all faults" including, but not limited to both latent and patent defects.

[Signature page follows]

Web Copy

IN TESTIMONY WHEREOF, the said **PARTIES** have set hand and seal the day and year first above written.

Huntington Ridge, L.L.C.,
a Missouri limited liability company

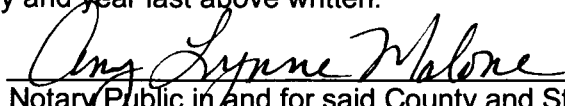
By: 

John H. Ferguson, Manager

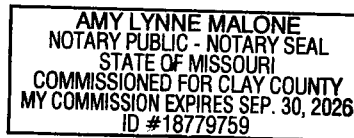
STATE OF Missouri)
COUNTY OF Clay)SS

On this 5th day of April, 2023 before me, personally appeared John H. Ferguson, to me personally known, and who being by me duly sworn, did say that he is a Manager of Huntington Ridge, L.L.C., a Missouri limited liability company, and that the instrument was signed on behalf of said company and he acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Liberty, MO the day and year last above written.


Notary Public in and for said County and State

My term expires: 09/30/2024



Sandra Brock, Recorder of Deeds

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Prominence Holdings, LLC
a Missouri limited liability company

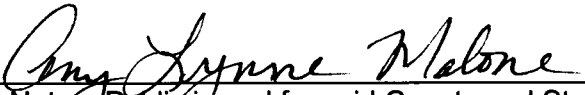
By: FD Holdings IV, LLC, a Missouri limited liability company
Sole Member

By: 
John R. Davis, Jr., President

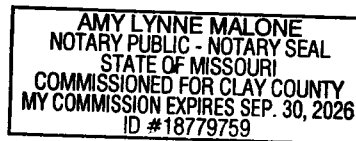
STATE OF Missouri)
COUNTY OF Clay)SS

On this 5th day of April, 2023 before me, personally appeared John R. Davis, Jr., to me personally known, and who being by me duly sworn, did say that he is President and Authorized Member of FD Holdings IV, LLC, a Missouri limited liability company, being the Sole Member of FD Holdings IV, LLC, a Missouri limited liability company, and that the instrument was signed on behalf of said company and he acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Liberty, MO the day and year last above written.


Notary Public in and for said County and State

My term expires: 09/30/2024



Sandra Brock, Recorder of Deeds

Web Copy

Exhibit A

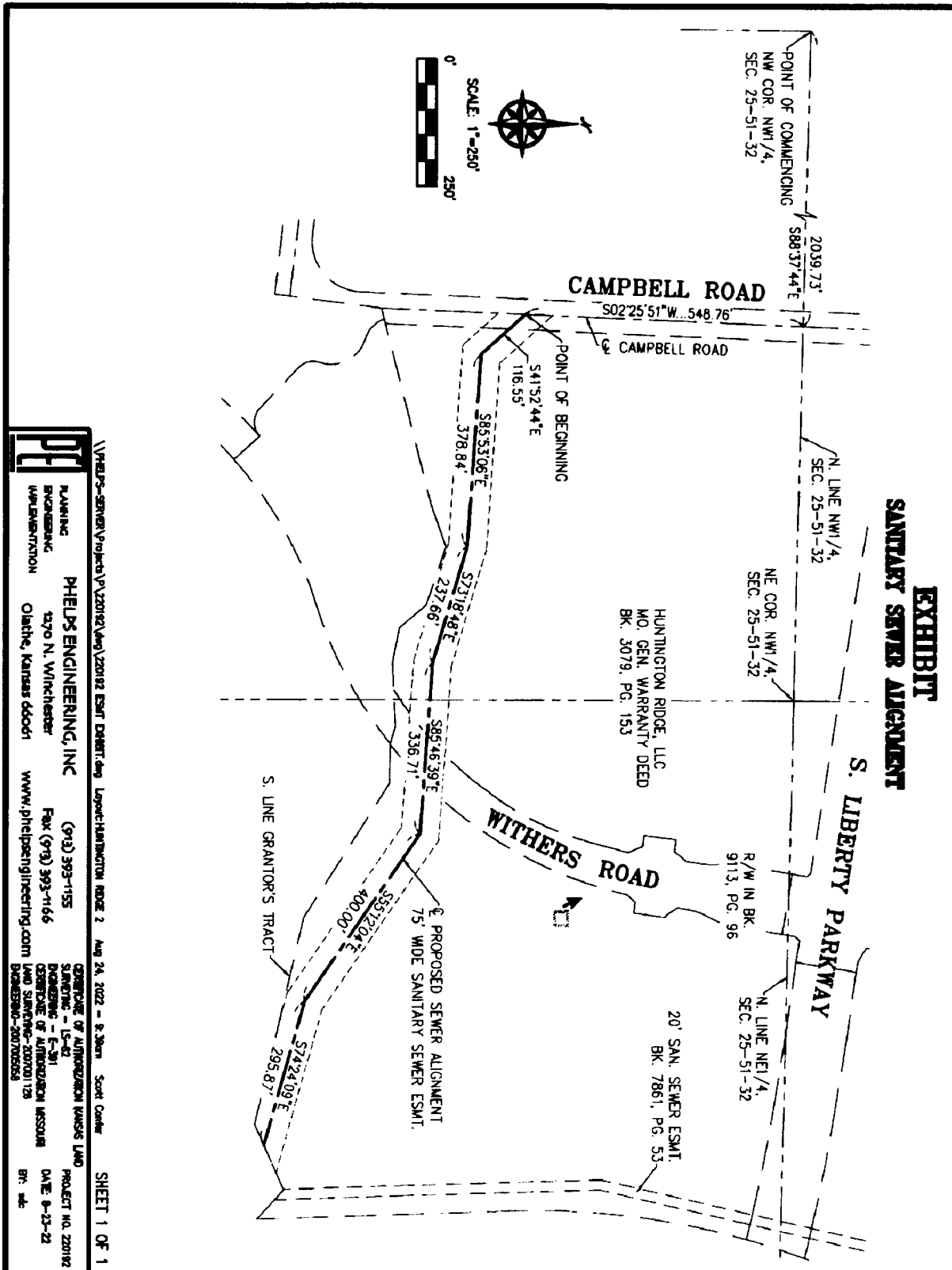
All that part of Sections 24 and 25, in Township 51, Range 32, in Clay County, Missouri, described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 24; thence South 0 degrees 01'33" East along the West line of said Quarter a distance of 2107.88 feet; thence South 89 degrees 00'55" East along the South line of a tract of land deeded to Margarette Mosbey on March 1, 1870, as recorded in Book 34, at Page 26, of the deed records of Clay County (and as said line is presently established) a distance of 2052.31 feet to a point in the center line of county road and the true point of beginning of the tract to be herein described; thence continuing South 89 degrees 00'55" East along said line a distance of 2044.77 feet to a point in the West right-of-way line of the Chicago, Burlington & Quincy Railroad; thence South 36 degrees 36'03" West along said right-of-way line, a distance of 19.89 feet to the point of a curve to the left in said right-of-way line, said curve having a radius of 1519.41 feet; thence Southwesterly along said curve a distance of 1038.21 feet to the point of tangency in said right-of-way; thence South 2 degrees 32'57" East along said right-of-way tangent a distance of 503.52 feet to a point in the center line of a creek; thence up said creek the following courses: thence North 48 degrees 12'01" West a distance of 78.56 feet; thence South 65 degrees 30'00" West, a distance of 142.0 feet; thence North 77 degrees 30'00" West, a distance of 418.0 feet; thence North 58 degrees 00'00" West, a distance of 313.0 feet; thence North 87 degrees 00'00" West, a distance of 308.0 feet; thence North 44 degrees 30'00" West, a distance of 116.0 feet; thence North 86 degrees 30'00" West, a distance of 110.0 feet; thence South 63 degrees 00'00" West, a distance of 74.0 feet to a point mentioned in a deed from Michael Arthur to Henry A. VanDyke dated August 26, 1867 and recorded in Book 28 at Page 47 in the Clay County Recorder's Office; thence South 75 degrees 00'00" West, along said VanDyke line and leaving said creek a distance of 396.0 feet to an angle point mentioned in said deed; thence North 2 degrees 15'00" East, a distance of 1309.19 feet to the true point of beginning, in Liberty, Missouri.

EXCEPT for those portions taken for right-of-way purposes as set forth in the Report of Commissioners filed: June 25, 2004, recorded in Book 4667 at Page 287, AND

EXCEPT that part conveyed to the City of Liberty, by the Quit Claim Deed recorded August 30, 2017 as Document No. 2017029839, in Book 8037 at Page 6 and more particularly described as follows:
All that part of the Southeast Quarter of Section 24 and the Northeast Quarter of Section 25, Township 51 North of the Baseline, Range 32 West of the Fifth Principal Meridian, all in the City of Liberty, Clay County, Missouri, and being more particularly described as follows:
Commencing at the Southwest corner of said Southeast Quarter; thence South 88°36'36" East, along the South line of said Southeast Quarter, a distance of 512.73 feet; thence North 01°23'24" East, a distance of 17.60 feet to the Point of Beginning, said point being on the Southerly right of way line of South Liberty Parkway, as previously established and being 62.79 feet right of centerline station 108+62.02; thence North 09°17'56" East, a distance of 120.00 feet to a point on the Northerly right of way line of said South Liberty Parkway and being 57.21 feet left of centerline station 108+62.02; thence South 81°51'36" East, a distance of 138.01 feet to a point 60.00 feet left of centerline station 110+00.00; thence South 80°42'00" East, a distance of 154.83 feet to a point 60.00 feet left of centerline station 111+54.83 and the beginning of a curve to the right and tangent to the last described course; thence along said curve to the right, having a radius of 3060.00 feet, for an arc distance of 195.67 feet to a point 60.00 feet left of centerline station 113+46.66+; thence South 77°02'10" East, a distance of 87.59 feet to a point on the Westerly right of way line of the Burlington Northern Santa Fe Railroad Company, said point being 60.00 feet left of centerline station 114+34.25 and being on a non-tangent curve to the left; thence along said curve to the left and the Westerly right of way line, having a chord bearing of South 18°09'26" West, a radius of 1519.41 feet, for an arc distance of 120.53 feet to a point 60.00 feet right of centerline station 114+23.35; thence North 77°02'10" West, a distance of 76.69 feet to a point 60.00 feet right of centerline station 113+46.66 and the beginning of a curve to the left and tangent to the last described course; thence along said curve to the right, having a radius of 2940.00 feet, for an arc distance of 188.00 feet to a point 60.00 feet right of centerline station 111+54.83; thence North 80°42'00" West, a distance of 154.88 feet to a point 60.00 feet right of centerline station 110+00.39; thence North 81°51'22" West, a distance of 138.01 feet to the Point of Beginning.

EXCEPT THAT PORTION OF THE PARCEL HEREIN DESCRIBED NOW LYING NORTH OF THE RIGHT-OF-WAY OF SOUTH LIBERTY PARKWAY AS CURRENTLY ESTABLISHED.

Exhibit B



Web Copy

Recorded in Clay County, Missouri

Date and Time: 10/19/2022 at 03:56:33 PM

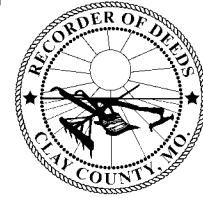
Instrument Number: 2022034040

Book: 9467 Page: 104

Instrument Type: EASE

Page Count: 6

Recording Fee: \$39.00 S



Electronically Recorded

Katee Porter, Recorder

Title of Document: Easement for Public Sanitary Sewer Mains

Date of Document: September 30, 2022

Grantor(s): A.L. Farms, L.L.C., a Missouri limited liability company

Grantee(s): Foresight Real Estate Services, LLC, a Missouri limited liability company

Grantee's Mailing Address(es): 2089 Red Oak Lane, Liberty, MO 64068

Legal Description:

SEE ATTACHED EXHIBIT "A"

Reference Book(s) and Page(s):

Katee Porter, Recorder of Deeds

EASEMENT FOR PUBLIC SANITARY SEWER MAINS

SEC 24/25 T 51N R 32W

THIS AGREEMENT, made this 30th day of September, 2022, by and between: A.L. FARMS, L.L.C., a Missouri limited liability company, **GRANTOR**, and Foresight Real Estate Services, LLC, a Missouri limited liability company, **GRANTEE**, **GRANTEE'S mailing address 2089 Red Oak Lane, Liberty, MO 64068.**

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged), does hereby grant, and convey, without warranty, unto **GRANTEE**, subject to matters of record and the existing rights of others affecting the rights and easement granted hereunder, if any, a non-exclusive permanent easement and right-of-way to locate, construct, reconstruct, maintain, remove, operate, replace and repair a public utility sanitary sewer, structure, conduit, and any and all appurtenances incident thereto over, upon, under, and through the tract owned by GRANTOR in said City of Liberty, Clay County, Missouri, legally described in Exhibit A attached hereto ("Grantor's Tract"). The sanitary sewer easement hereby granted is thirty-seven and one-half (37.5) feet on each side of the proposed centerline of the sanitary sewer as identified and depicted in Exhibit B attached hereto, and terminates at the property lines of Grantor's Tract.

Upon construction, completion and acceptance of such sanitary sewer main by the City of Liberty, Missouri, the easement hereby granted will automatically, and without further action, reduce to a minimum width of fifteen (15) feet on each side of the centerline of the sanitary sewer as constructed over, upon, under and through Grantor's Tract.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns, the **GRANTOR** hereby covenanting unto the **GRANTEE**, its successors and assigns as follows:

1. **GRANTEE** shall be fully permitted to assign this Agreement, on one or more occasions, to an affiliate of Grantee, or to THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI without obtaining the consent of **GRANTOR**; provided, however, **GRANTEE** and any such assignee shall enter into a recordable instrument properly assigning this Agreement.

2. Said easement tract will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement or curbs or any currently existing building structures) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing and maintaining such

Web Copy

sanitary sewer mains, structures, conduits and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with or jeopardize or threaten the normal and proper operation and maintenance of such sanitary sewer mains, structures, conduits and appurtenances.

3. The right of **GRANTEE**, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sanitary sewer mains, structures, conduits and all appurtenances incidental thereto.

4. The **GRANTEE**, its successors and assigns, shall be kept free of all claims for damages to trees, shrubs and all other things on said described area by reason of the rights herein conveyed by **GRANTOR**, and the **GRANTOR** does hereby covenant with the **GRANTEE** that **GRANTOR** is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that except as provided elsewhere in this document **GRANTOR** will forever warrant and defend the title thereto against the lawful claims of all persons claiming by, through or under Grantor, but none other, affecting the rights and easement granted hereunder.

5. For the same consideration, **GRANTEE** shall have the right at all times to go upon the land herein described to locate, construct, reconstruct, maintain, remove, operate, replace and repair such sanitary sewer mains, structures, conduits, and any and all appurtenances incident thereto.

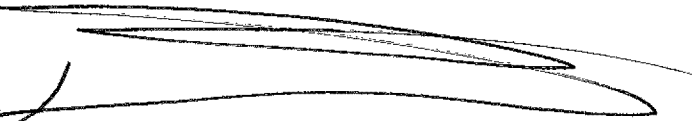
6. In exercise of its rights hereunder, **GRANTEE** shall use then existing streets, roads, driveways and lanes whenever practicable; repair and restore then existing surface on each entry; and pay for damage, if any, to growing crops, fences, surface of land or personal property on each entry.

[Signature page follows]

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IN TESTIMONY WHEREOF, the said **GRANTOR** has set hand and seal the day and year first above written.

A.L. FARMS, L.L.C.,
a Missouri limited liability company

By: 

David Barth, Manager

STATE OF Missouri)
COUNTY OF Clay)SS

On this 30th day of September, 2022 before me, personally appeared David Barth, to me personally known, and who being by me duly sworn, did say that he is a Manager of A.L. FARMS, L.L.C., a Missouri limited liability company, and that the instrument was signed on behalf of said company by authority duly conferred upon him by its Board of Directors and he acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Clay County the day and year last above written.


Notary Public in and for said County and State

My term expires: 10/20/2025

DEBORAH A HARRIS
Notary Public - Notary Seal
State of Missouri - Clay County
Commission #13690560
My Commission Expires 10/20/2025

Katee Porter, Recorder of Deeds

Web Copy

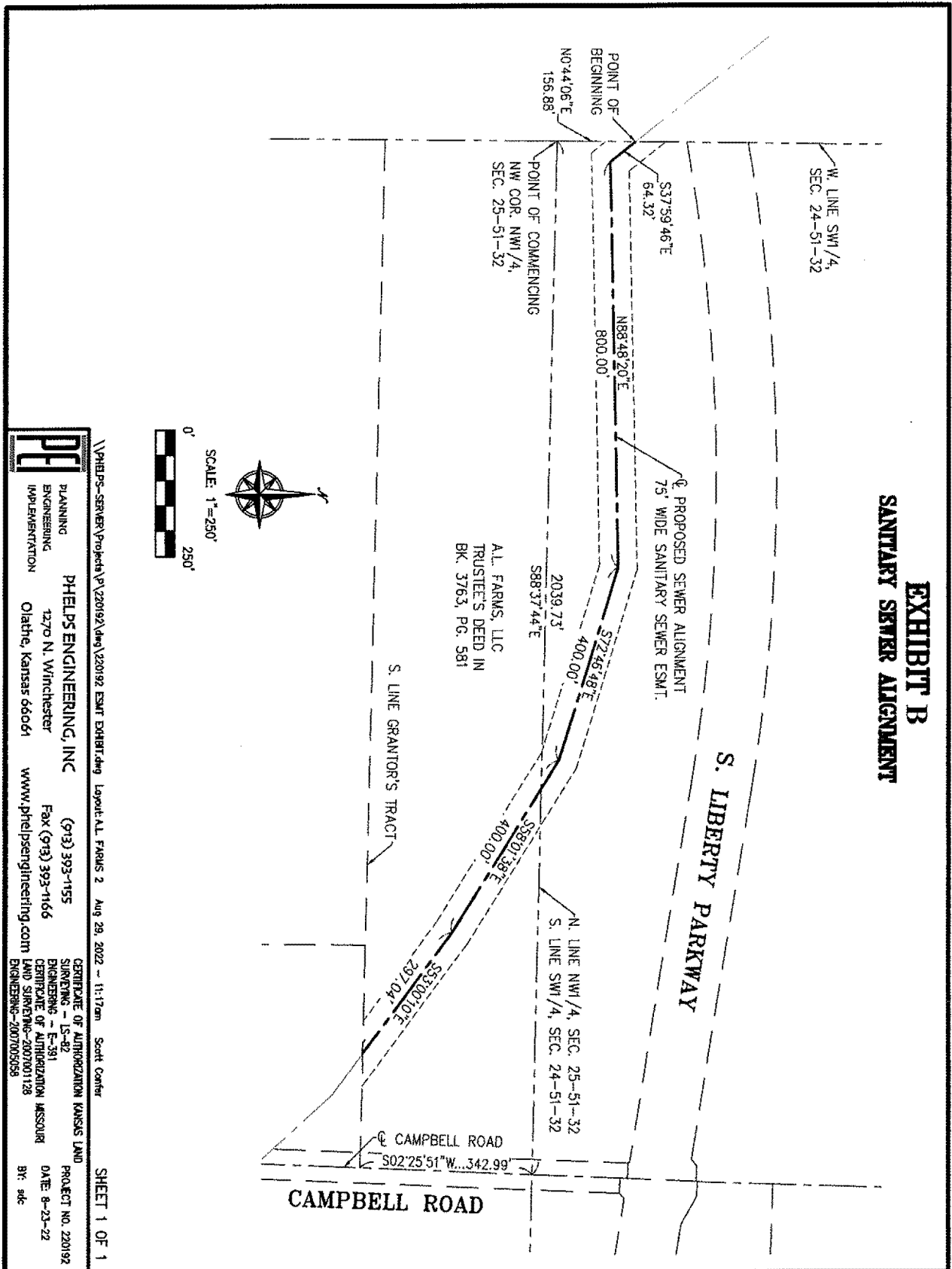
Exhibit A

A part of the S.W. 1/4 of Section 24, Township 51, Range 32, and a part of the N.W. 1/4 of Section 25 in said Township and Range, and described as follows: BEGINNING at the N.W. corner of Section 25 aforesaid, thence South along the section line a distance of 343 feet, thence North 88° 19" East (this bearing taken from a survey by E. H. Owens for C. M. Hall, October 30, 1941) a distance of 2,035 feet to a point in the center line of a county road (60 feet in width) thence Northerly along the center line of said road a distance of 1,340 feet to a point in the South line of a lane leading West; thence West along the South line of said lane a distance of 1,570.1 feet; thence South a distance of 505 feet; thence West a distance of 481.5 feet; thence South a distance of 495 feet to the point of beginning, in Liberty, Missouri;

EXCEPT for those portions taken for right-of-way purposes as set forth in the Report of Commissioners filed: June 25, 2004, recorded in Book 4667 at Page 287, AND

EXCEPT THAT PORTION OF THE PARCEL HEREIN DESCRIBED NOW LYING NORTH OF THE RIGHT-OF-WAY OF SOUTH LIBERTY PARKWAY AS CURRENTLY ESTABLISHED.

Exhibit B



Web Copy

Recorded in Clay County, Missouri

Date and Time: 10/20/2022 at 11:07:21 AM

Instrument Number: 2022034103

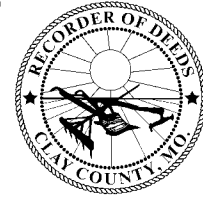
Book: 9467

Page: 167

Instrument Type: AS

Page Count: 5

Recording Fee: \$36.00 S



Electronically Recorded

Katee Porter, Recorder

ASSIGNMENT AND ASSUMPTION OF EASEMENT FOR PUBLIC SANITARY SEWER MAINS

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT FOR PUBLIC SANITARY SEWER MAINS (this "**Assignment**"), made as of the 13th day of October, 2022, by and between **Foresight Real Estate Services, LLC**, a Missouri limited liability company ("**GRANTOR**") and **Prominence Holdings, LLC**, a Missouri limited liability company ("**GRANTEE**"), whose address is 2089 Red Oak Lane, Liberty, MO 64068.

WHEREAS, Assignor is the beneficiary of that certain Easement for Public Sanitary Sewer Mains recorded in Book 9467 at Page 104 in the office of the Recorder of Deeds of Clay County, Missouri ("**Easement**") granted by A.L. FARMS, L.L.C., a Missouri limited liability company, over, upon, under, and through a portion of certain real property legally described in **Exhibit A**, attached and incorporated hereto, and as more accurately depicted on **Exhibit B**, attached and incorporated hereto.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee and Assignee's successors and assigns, all of Assignor's right, title, and interest in and to the Easement and Assignee agrees to assume and be subject to all of Assignor's right, title, and interest in and to the Easement. The Assignor's rights under the Easement are hereby made without any representation, warranty, or covenant whatsoever of ownership, condition, sufficiency, utility, value, or any other matter relating to or respecting the Easement. Assignee agrees to indemnify and hold Assignor harmless for any and all losses, damages, obligations, or expenses (including reasonable attorneys' fees) incurred by Assignor that are related to the Easement and occur after the date hereof. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signature page follows]

Katee Porter, Recorder of Deeds

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first above written.

ASSIGNOR:

Foresight Real Estate Services, LLC,
a Missouri limited liability company

By: 
John R. Davis, Jr., Sole Member

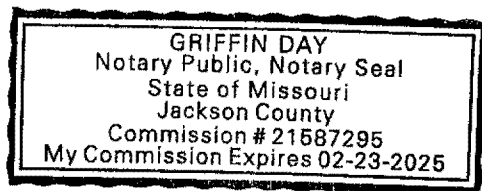
STATE OF MO)
COUNTY OF CLAY) ss.

On this 18 day of October, 2022, before me appeared John R. Davis, Jr., to me personally known, who, being by me duly sworn, did say that he is the Sole Member of Foresight Real Estate Services, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company; and he acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: 2-23-2025

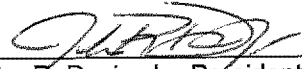


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ASSIGNEE:

Prominence Holdings, LLC,
a Missouri limited liability company

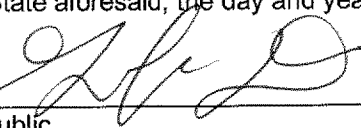
By: FD Holdings IV, LLC,
a Missouri limited liability company, Member

By: 
John R. Davis, Jr., President

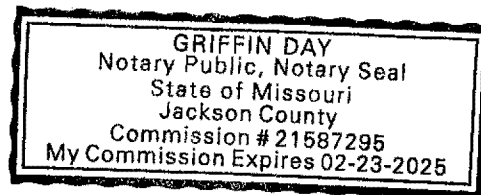
STATE OF MO)
COUNTY OF CLAY) ss.

On this 18 day of October, 2022, before me appeared John R. Davis, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of FD Holdings IV, LLC, a Missouri limited liability company, and that FD Holdings IV, LLC is a Member of Prominence Holdings, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of Prominence Holdings, LLC; and he acknowledged said instrument to be the free act and deed of Prominence Holdings, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: 2-23-2025



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EXHIBIT A

A part of the S.W. 1/4 of Section 24, Township 51, Range 32, and a part of the N.W. 1/4 of Section 25 in said Township and Range, and described as follows: BEGINNING at the N.W. corner of Section 25 aforesaid, thence South along the section line a distance of 343 feet, thence North 88° 19" East (this bearing taken from a survey by E. H. Owens for C. M. Hall, October 30, 1941) a distance of 2,035 feet to a point in the center line of a county road (60 feet in width) thence Northerly along the center line of said road a distance of 1,340 feet to a point in the South line of a lane leading West; thence West along the South line of said lane a distance of 1,570.1 feet; thence South a distance of 505 feet; thence West a distance of 481.5 feet; thence South a distance of 495 feet to the point of beginning, in Liberty, Missouri;

EXCEPT for those portions taken for right-of-way purposes as set forth in the Report of Commissioners filed: June 25, 2004, recorded in Book 4667 at Page 287, AND

EXCEPT THAT PORTION OF THE PARCEL HEREIN DESCRIBED NOW LYING NORTH OF THE RIGHT-OF-WAY OF SOUTH LIBERTY PARKWAY AS CURRENTLY ESTABLISHED.

EXHIBIT B

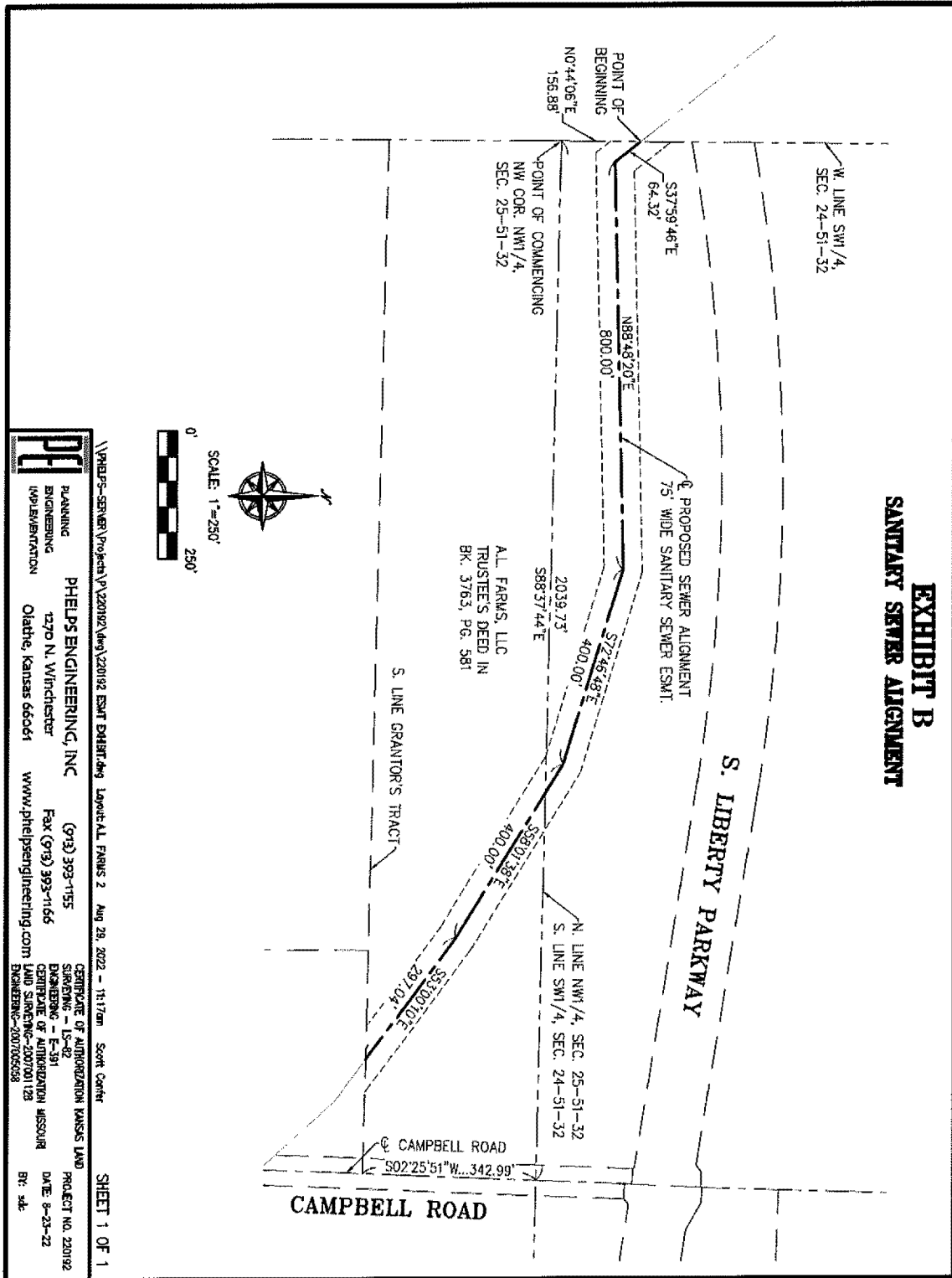


EXHIBIT E

AFFIDAVIT

STATE OF MISSOURI)
)SS
COUNTY OF _____)

The Undersigned, _____, (the “Affiant”) of lawful age, being first duly sworn, states under oath as follows:

1. I am the _____ of Prominence Holdings, LLC, a _____ limited liability company, identified as the “Developer” in the Sanitary Sewer Extension and Cost Reimbursement Agreement dated as of _____, ____, 20__, between the City of Liberty, Missouri and Prominence Holdings, LLC (the “Agreement”) to design, construct, and install certain sanitary sewer extension and appurtenances (the “Sanitary Sewer Extension Improvements” as such term is defined in the Agreement) for Project No. _____ (the “Project”);

2. Developer owns that certain tract or parcel of land in Clay County, Missouri and being more particularly described on Exhibit F-1 attached hereto (the “Property”);

3. No improvements or repairs have been made in connection with the Project immediately preceding the date hereof the invoices for which have not been paid in full; that there are no outstanding invoices incurred by or on behalf of Developer, its affiliates, designees, consultants, or contractors, for labor, services, and/or materials used in making improvements or repairs related to the Project, or for services of architects, surveyors or engineers incurred in connection therewith;

4. To Affiant’s knowledge, there are no unpaid invoices or liens against the Property for work performed related to the Project;

5. That Affiant is not aware of and has received no notice of pending suits, judgments, bankruptcies, executions, claims of lien, liens, deeds of trust, deed to secure debts, mortgage, special assessments related or pertaining to work performed for the Project;

6. That Affiant is not aware of any outstanding indebtedness for equipment or fixtures attached to the Property;

IN WITNESS WHEREOF, Affiant sets his/her hand and seal on this _____ day of _____, _____.

DEVELOPER:
Prominence Holdings, LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned Notary Public of the state and county aforesaid, under oath personally appeared _____, the within named Affiant, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she executed this instrument for the purposes contained therein.

WITNESS my hand this ____ day of _____, _____.

Notary Public

Date of Expiration of Commission: _____



CITY COUNCIL ACTION REPORT

Meeting Date: November 27, 2023

A/R No.: 2023-739

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: ORDINANCE APPROVING A ONE-MONTH KANSAS CITY AREA
TRANSPORTATION AUTHORITY (KCATA) CONTRACT FOR IRIS (ZTRIP) FLEX
TRANSPORTATION SERVICE PILOT PROGRAM WITHIN THE CITY OF LIBERTY, EFFECTIVE
DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023

Summary:

- Daily on-demand transportation service from 6 a.m. to 10 p.m. seven days per week.
- Trips within the boundaries of the City of Liberty will have a fare of \$3.
- Trips leaving or coming from borders outside of Liberty will follow the IRIS pricing structure within Kansas City, MO.
- All fare revenues will be retained by KCATA.
- City Council approved a three-month IRIS pilot program through WHC (zTrip) on-demand transportation program, from September 1, 2023 through November 30, 2023.
- This contract provides for a one-month extension of the pilot program through the end of 2023.
- WHC (zTrip) contracts with KCATA to provide IRIS transportation services in the Kansas City region.
- The IRIS (zTrip) on-demand transportation program includes para-transit services.

Background:

The IRIS service is an on-demand transportation solution with a service from 6 a.m. to 10 p.m. seven days a week. The service includes para-transit services. The contract is for a one-month extension of the IRIS (zTrip) pilot program effective beginning December 1, 2023 through December 31, 2023, for \$14,000. During the one-month pilot program extension, trips within the boundaries of the City of Liberty will have a fare of \$3. The entire City of Liberty will be included within the program during the additional one-month trial period. Trips leaving or coming from borders outside of Liberty will follow the IRIS pricing structure within Kansas City, MO. The KCATA will retain all fare revenues.

WHC (zTrip) contracts with KCATA to provide IRIS transportation services in the Kansas City region. According to WHC (zTrip), the IRIS service has steadily seen increasing ridership with a 25% + increase since the program was implemented; the average ride rating is 4.73 stars out of 5 stars; and IRIS drivers have a 95% average on-time performance. WHC (zTrip) has been servicing the Kansas City region since 1987 with trained, professional and courteous drivers; branded, clean and safe vehicles; with ADA-Compliant operators and vehicles.

The goals of the IRIS (zTrip) service are to expand access to public transportation within KCMO and surrounding communities in areas currently underserved by transit; and to create, deploy and operate an innovative mobility system that maximizes transit accessibility by incorporating dynamic, on-demand flex service to complement traditional transit services. Data will continue to be gathered during the one-month pilot program and such data will be used to create an ongoing IRIS (zTrip) service for the City of Liberty, if approved by the City Council. The cost of an annual on-going contract for IRIS (zTrip) service with the KCATA will be dependent upon rider demand, service scope, ride fare structure, etc.

Riders can schedule trips through the "IRIS" App (RideCo, Inc.) which can be downloaded for free on Apple iOS and GooglePlay. The "IRIS" App enables riders to make on-demand and pre-scheduled ride reservations. Riders can pay electronically through the "IRIS" App. Riders not using smart phones can also call a traditional customer service center to schedule an IRIS (zTrip) ride, and arrange payment methods at that time.

City staff will also be working with Gladstone, North Kansas City, Parkville, and Riverside (the Northland Five) to also create and coordinate a "Northland" zTrip (IRIS) transportation service, to be reviewed and approved by each City's respective elected bodies. The IRIS (zTrip) flex transportation solution could also be utilized by employers for workforce transportation needs, if they choose to participate individually with their businesses, or possibly as part of a larger partnership with the City.

Previous Action (if applicable):

The City Council previously approved a 3-month pilot program that was effective from September 1st to November 30th. That agreement was for \$14,000 a month, totaling \$42,000 over the life of the agreement.

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. ORD - IRIS KCATA 1 month extension
2. Liberty KCATA IRIS 1 month contract chair signed (2)

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A ONE-MONTH KANSAS CITY AREA
TRANSPORTATION AUTHORITY (KCATA) CONTRACT FOR IRIS (ZTRIP) FLEX
TRANSPORTATION SERVICE PILOT PROGRAM WITHIN THE CITY OF
LIBERTY, EFFECTIVE DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023

WHEREAS, the City of Liberty wishes to provide flexible and innovative transportation solutions for the citizens of Liberty; and

WHEREAS, the goals of IRIS (zTrip) Flex Transportation Service is to provide expanded access to public transportation to surrounding communities within the Kansas City region, in areas underserved by transit; as well as to create, deploy and operate an innovative mobility system that maximizes transit accessibility through dynamic, on-demand flex transit service; and

WHEREAS, the one-month IRIS (zTrip) pilot program will provide on-demand transportation service and para-transit service through all of Liberty from 6:00 a.m. through 10:00 p.m. seven days a week, beginning December 1, 2023 through December 31, 2023, for a fare of \$3.00 per ride; and

WHEREAS, the one-month IRIS (zTrip) pilot program is not exceed \$14,000 for the month of December 2023.

WHEREAS, the KCATA one-month Contract for IRIS (zTrip) Flex Transportation Service Pilot Program within the City of Liberty will be effective December 1, 2023 through December 31, 2023;

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 the Kansas City Area Transportation Authority one-month Contract for IRIS (zTrip) Flex Transportation Service Pilot Program by and between the City of Liberty and the KCATA, 1200 East 18th Street, Kansas City, Missouri, 64108, in an amount not to exceed FOURTEEN THOUSAND DOLLARS (\$14,000), effective December 1, 2023 through December 31, 2023, said Contract being incorporated by reference herein and available for review as required by law.

ORDINANCE NO. _____ (CONT.)

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the agreement described in Section I of this ordinance.

SECTION III

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

PASSED by City Council this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2023.

MAYOR

KANSAS CITY AREA TRANSPORTATION AUTHORITY

A Contract for Transit Service

LIBERTY, MISSOURI

THIS CONTRACT entered into this ____ day of _____, 2023 by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the “KCATA”), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and the **CITY OF LIBERTY, MISSOURI** (hereinafter referred to as the “Community”).

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socio-economic wellbeing of the Kansas City Area Transportation District (hereinafter referred to as the “District”), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas;

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the Community requests IRIS transportation services from the KCATA through its third-party service provider WHC.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Community requests IRIS transportation services (hereinafter referred to as “Contract Service”), set forth in Attachment “A,” be operated by the KCATA for the period Decemberr 1, 2023, through December 31, 2023.
2. The level of service, as generally set forth in Attachment “A,” shall not be reduced and changed or modified without the consent of the Community or cost will be adjusted. If the Community seeks an increase in IRIS transportation services then the parties will negotiate a new rate and increased contract amounts based on market rates.
3. The KCATA and the Community estimate the Community’s total payment for the service (hereinafter referred to as “Local Share”) to be **\$14,000** paid in advance of the start of any service each month or (based on current contract amount, Community will pay \$14,000 to KCATA on the 1st of each month). The price for this service as shown below is a flat rate

**City of Liberty – 1 Month Contract
December 1, 2023 – December 31, 2023**

for the three month pilot. The Community recognizes that for continued services beyond the pilot period the price charged is likely to be greater.

IRIS Service (3 Month Pilot)	\$ 14,000
Total Local Share	\$ 14,000

4. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract for public transit service shall be the sum of **\$14,000**.
5. The method of payment of the Local Share provided for in Paragraph “3” is as follows:
 - a. The Community’s monthly Local Share will be 100% of the Community’s portion of the estimated total local share for the one-month period.
 - b. The KCATA will invoice the Community for Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit the monthly Local Share by the first of the month service will be delivered.
6. General Provisions:
 - A. The parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the parties hereto.
 - B. This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
 - C. This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
 - D. Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
 - E. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party’s sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party

**City of Liberty – 1 Month Contract
December 1, 2023 – December 31, 2023**

such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing, or it shall be deemed given.

- F. In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- G. Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.
7. This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this Contract, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.
8. The headings included in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.
9. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Bryce Shields, Community Engagement and Affairs Partner
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, MO 64108

If to City: _____

City of Liberty – 1 Month Contract
December 1, 2023 – December 31, 2023

THE KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: 
Melissa Bynum, Chair

Date: 10-25-23

THE CITY OF LIBERTY, MISSOURI

By: _____

Date: _____

Name and Title: Greg Canuteson, Mayor

Attachments

Attachment A: Contract Service

**City of Liberty – 1 Month Contract
December 1, 2023 – December 31, 2023**

ATTACHMENT “A”

CITY OF LIBERTY, MISSOURI CONTRACT SERVICE

IRIS provides a daily demand responsive service from 6 AM to 10 PM. Trips within the boundaries of the City of Liberty will have a fare of \$3. Trips leaving or coming from boarders outside of Liberty will follow the IRIS pricing structure within Kansas City, MO. All fare revenues will be retained by KCATA. This service will begin September 1, 2023



**CITY COUNCIL
ACTION REPORT**

Meeting Date: November 27, 2023

A/R No.: 2023-735

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: ORDINANCE AMENDING CHAPTER 20, "MOTOR VEHICLES & TRAFFIC," OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

Summary:

Codify a change to the traffic regulations for controlling parking on E. Pine Street.

Background:

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

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

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

Prohibit parking on the north side of E. Pine Street from S. Missouri Street to S. Main Street.

Previous Action (if applicable):

None.

Policy/Committee Review:

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

Financial Considerations:

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

	Funding Source:	Amount:
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Attachments:

1. Ord Amend Traffic Regs Pine St No Parking

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 20, "MOTOR VEHICLES & TRAFFIC,"
OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

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

SECTION I

Chapter 20, "Motor Vehicles and Traffic," Article XVII, "Schedules," Section 20-133. Schedule XI, "parking is prohibited on the following parts of streets." of the Code of the City of Liberty, Clay County, Missouri is hereby amended as follows:

Delete the following:

E. Pine Street, north side, from S. Missouri Street to a point two hundred seventy (270) feet west.

Add the following:

E. Pine Street, north side, from S. Missouri Street to S. Main Street.

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 _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2023.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: November 27, 2023

A/R No.: 2023-742

Department: Administration

Submitted By: Sara Cooke, Assistant City
Administrator/Strategic Communications
Officer

Subject: RESOLUTION ACCEPTING 7 N. WATER STREET FROM 7 N. WATER STREET, LLC

Summary:

PROPERTY ACQUISITION OF 7 N. WATER STREET FROM 7 N. WATER, LLC

Background:

On May 5, 2016, the 130-year old building located at the corner of Kansas and Water Streets collapsed. The collapse and subsequent careful demolition of 3 N. Water impacted the building to the north (5 North Water) because those buildings shared a common wall and due to the way the roof joists of 3 N. Water were embedded in that wall. The building at 5 N. Water was eventually demolished, leaving the next exposed exterior wall to be the south wall of the building at 7 N. Water Street. Also impacted by the collapse of 3 N. Water, 7 N. Water is currently standing with the support of extensive interior shoring. This building in its current state is unusable.

The building is owned by 7 N Water LLC. Greg Canuteson, who is president of 7 N Water LLC, wants to help the city and downtown move towards initiating the renewal and revitalization of this blighted corner.

The legal description of the property is: All interest in the South Half of the South Half of Lots numbered on the plat of the Original Town (now City) of Liberty, 110 and 111, also part of Lot numbered on the plat of said Original Town (now City) of Liberty, 122, thus bounded to wit: Beginning at a point on Water Street at the northwest corner of said Lot No. 122; thence by Sough about two feet to the exact center of a brick partition wall between the building formerly owned by Simpson McGoughey, and later owned by Carl Pitts and his wife, and the building former owned by Louise Miller; thence East sixty feet in the center of said wall; thence about North about two feet to the North line of said Lot No. 122. Thence, due West sixty feet to the point of beginning, being a strip six feet long, by about two feet wide of said Lot No. 122, also the North Half of the brick wall standing on that part of said Lot No. 122 thus bounded, to-wit. Beginning at a point on the north line of said Lot No. 122 which is sixty feet east of the northwest corner of said Lot No. 122; thence east in said line thirty feet to the east end of said brick wall; thence south to the southeast corner of said wall; thence West with said South line of said wall to a point opposite to the point of beginning; thence North to the point of beginning; all of the above described property being the same property purchased by Charles H. Sevier and Robert E. Sevier from Louise Miller as described in the Deed recorded Book 148 at Page 18 of the records in the Office of the Recorder of Deeds for Clay County, Missouri.

Acceptance of the acquisition of the building located at 7 N. Water Street for \$1.00 from

7 N Water, LLC, would be the first step in moving towards reclaiming and redeveloping this corner of Liberty's historic square.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. RESOLUTION Accepting 7 N. Water Street from 7 N. Water Street, LLC
2. Warranty Deed for 7 N. Water Street

RESOLUTION NO. _____

A RESOLUTION ACCEPTING 7 N. WATER STREET FROM 7 N. WATER STREET,
LLC

WHEREAS, the City Council of the City of Liberty, Missouri (the "City") is committed to the continued improvement and revitalization of the downtown; and

WHEREAS, the donation of property is the first step toward reclaiming and redeveloping a blighted corner in Liberty's Historic Square; and

WHEREAS, the City Council of the City of Liberty has reviewed the request of the property owner and agreed to accept the land for \$1.00; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that the acceptance of the land is hereby approved, incorporated by reference herein and available for review as required by law;

PASSED by the City Council and approved by the Mayor of the City of Liberty, Missouri this _____ day of _____, 2023.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Document Title:	Warranty Deed
Document Date:	<u>NOVEMBER 7,</u> , 2023
Grantor's Name:	7 N Water, LLC, a Missouri limited liability company
Grantee's Name:	Mayor, Councilmen and Citizens of the City of Liberty, Missouri
Grantee's Statutory Address:	101 E. Kansas Street, Liberty, MO 64068
Legal Description:	See attached Exhibit "A"
Reference Book and Page:	

WARRANTY DEED

THIS WARRANTY DEED ("Deed"), made on this 7TH day of NOVEMBER, 2023, by and between 7 N WATER, LLC, a Missouri limited liability company, of the County of Clay, State of Missouri ("Grantor"), and MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF LIBERTY, MISSOURI, of the County of Clay, State of Missouri ("Grantee"). (Mailing address of said Grantee is 101 E. Kansas Street, Liberty, Missouri 64068).

WITNESSETH:

That Grantor, in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration to it paid by Grantee (the receipt of which is hereby acknowledged), does by these presents, Grant, Bargain, Sell and Convey unto the Grantee, its successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Clay and State of Missouri, to-wit:

See attached Exhibit "A" incorporated by reference herein,

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has the right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it; and that it will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

7 N WATER, LLC, a Missouri limited liability company

By: 
Printed Name: Greg Canuteson
Title: PRESIDENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

ON THIS 7th day of NOVEMBER, 2023, before me, personally appeared GREG CANUTESON, to me known, who being by me duly sworn, did say that he/she is the PRESIDENT for 7 N WATER, LLC, and that said Deed was signed on behalf of said limited liability company, and acknowledged said Deed to be the free act and deed of said limited liability company.

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


Notary Public

My Commission Expires:

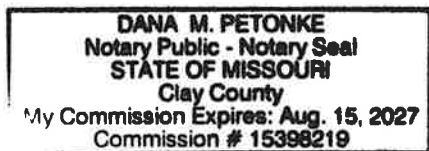


EXHIBIT "A"

Legal Description

All interest in the South Half of the South Half of Lots numbered on the plat of the Original Town (now City) of Liberty, 110 and 111, also a part of Lot numbered on the plat of said Original Town (now City) of Liberty, 122, thus bounded, to-wit: Beginning at a point on Water Street at the Northwest corner of said Lot No. 122; thence South about two feet to the exact center of a brick partition wall between the building formerly owned by Simpson McGoughey, and later owned by Carl Pitts and his wife, and the building formerly owned by Louise Miller; thence East sixty feet in the center of said wall; thence North about two feet to the North line of said Lot No. 122; thence due West sixty feet to the point of beginning, being a strip sixty feet long, by about two feet wide of said Lot No. 122, also the North Half of the brick wall standing on that part of said Lot No. 122 thus bounded, to-wit: Beginning at a point on the North line of said Lot No. 122 which is sixty feet East of the Northwest corner of said Lot No. 122; thence East in said line thirty feet to the East end of said brick wall; thence South to the Southeast corner of said wall; thence West with said South line of said wall to a point opposite to the point of beginning; thence North to the point of beginning; all of the above described property being the same property purchased by Charles H. Sevier and Robert E. Sevier from Louise Miller as described in the Deed recorded in Book 148 at Page 18 of the records in the Office of the Recorder of Deeds for Clay County, Missouri.