



Agenda

City Council Regular Session

Monday, January 13, 2025 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. Council Member Kelley Pozel

III. Roll Call

IV. Proclamations

V. Approve Minutes and Summaries

VI. Meeting Schedule

VII. Consent Agenda

VIII. Public Hearings

A. Water Street Lofts Project

1. Ordinance Approving the Petition for the Establishment of the Water Street Community Improvement District, Establishing the District, Making Findings and Authorizing Actions Related to Establishment of the District
2. Ordinance Approving A Plan For An Industrial Development Project For The Water Street Lofts Project; Authorizing The City Of Liberty, Missouri To Issue A Series Of Taxable Industrial Development Revenue Bonds In A Principal Amount Not To Exceed \$7,580,000; And Authorizing And Approving Certain Documents And Actions In Connection Therewith

IX. Ordinances, Contracts and Resolutions

- A. Ordinance Acknowledging Vendor Payments for the Period of December 6, 2024 to January 3, 2025
- B. Ordinance Calling an Election in the City of Liberty, Missouri on the Question of Increasing the General Sales Tax In The Amount of One Percent (1.0%)
- C. Ordinance Approving a Six-Month Kansas City Area Transportation Authority (KCATA) Contract for IRIS (ZTRIP) Flex Transportation Service PILOT Program Within The City of Liberty, Effective January 1, 2025 through June 30, 2025 in an amount not to exceed \$84,000.00
- D. Ordinance Amending Chapter 20, "Motor Vehicles & Traffic," of the Code of the City Of Liberty, Clay County, Missouri
- E. Resolution Granting a Certificate of Appropriateness for Exterior Improvements at 14 N. Prairie Street, Dougherty Historic District, a 353 Tax Abatement

Project

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

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



**CITY COUNCIL
ACTION REPORT**

Meeting Date: January 13, 2025

A/R No.: 2025-7

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: Ordinance Approving the Petition for the Establishment of the Water Street Community Improvement District, Establishing the District, Making Findings and Authorizing Actions Related to Establishment of the District

Summary:

The District will encompass an 0.42 +/- acre plot of land located northeast of the intersection of Water Street and Kansas Street in Liberty, Missouri (the “Development”). The purpose of the District is to undertake certain improvements and services within the District, as discussed below, and to use or make available its revenue to pay the costs thereof. The purpose of the District is to provide funding for the demolition of the existing structures and, construction, and design of structured parking on the northwest portion of the District (the “Improvements”), and the provision of certain services within the District’s boundaries, which is anticipated to include maintenance of public improvements (the “Services”). The costs of the Improvements to be financed by the District shall include all costs associated with design, architecture, engineering, financing costs incurred to finance such Improvements, and legal and administrative costs of the same. The District may also provide funding for the District’s formation and its ongoing operation and administration costs on an annual basis. It is proposed that the District will impose a sales and use tax of up to one percent (1%) (the “District Sales Tax”), which is in addition to any other state, county or city sales and use tax. The District Sales Tax is payable on the same retail sales that are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, except sales of motor vehicles, trailers, boats or outboard motors, and sales to or by public utilities and providers of communications, cable, or video services. All costs of the District shall be financed in the manner and amount determined by the Board of Directors from the amounts on deposit with the CID. Amounts advanced to the District by the Petitioner, or its successors or assigns, to cover the costs contemplated hereunder will be reimbursed by the District upon the availability of funds. All financing costs, including interest costs, associated with any loan obtained by the District, or notes, bonds, or other obligations issued by the District to finance Improvements and/or Services may be paid from CID Sales Tax revenues.

Background:

Total project cost total \$5,880,500 and the CID Reimbursement total is \$701,347.00.

Previous Action (if applicable):

Policy/Committee Review:

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

Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

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

Attachments:

1. Supporting Document - CID Ordinance - Petition
2. Ordinance Approving the Petition for the Establishment of the Water Street CID

**PETITION FOR ESTABLISHMENT OF THE
WATER STREET COMMUNITY IMPROVEMENT DISTRICT
CITY OF LIBERTY, MISSOURI**

**PETITION FOR THE CREATION OF THE
WATER STREET COMMUNITY IMPROVEMENT DISTRICT**

To the Mayor and City Council of the City of Liberty, Missouri:

The undersigned real property owner (the “Petitioner”), pursuant to RSMo Section 67.1421, being the owner of:

- (1) more than fifty percent (50%) by assessed value of the real property; and
- (2) more than fifty percent (50%) per capita of all owners of real property

within the boundaries of the hereinafter described proposed community improvement district, does hereby petition and request that the City Council of the City of Liberty, Missouri create a community improvement district as described herein under the authority of Sections 67.1401 to 67.1571, RSMo (the “CID Act”). In support of this petition, the Petitioner sets forth the following information in compliance with the CID Act:

1. District Name. The name for the proposed community improvement district (“CID” or “District”) is:

WATER STREET COMMUNITY IMPROVEMENT DISTRICT.
2. Legal Description and Map. A legal description and map generally depicting the boundaries of the proposed District are attached hereto as **Exhibit A** and **Exhibit B**, respectively. The proposed district consists of 0.42 +/- acres and is located entirely within the City of Liberty, Missouri.
3. Five-Year Plan. A five-year plan as required by the CID Act is attached hereto as **Exhibit C** (the “Five Year Plan”).
4. Form of District. The proposed district will be established as a political subdivision of the State of Missouri under the CID Act.
5. Board of Directors.
 - a. Number. The District shall be governed by a Board of Directors (the “Board”) consisting of five (5) members, whom shall be appointed in accordance with this petition.
 - b. Qualifications. Each Member of the Board (“Director”) shall meet the following requirements:
 - (1) be at least 18 years of age;
 - (2) be and must declare to be either an owner of real property within the District (“Owner”) or an authorized representative of an Owner, an owner of a business operating within the District (“Operator”), or a registered voter (“Resident”) residing within the District, as provided in the CID Act;
 - (3) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and
 - (4) except for the initial directors named in this Petition, be appointed according to a slate submitted as described in this Petition.

c. Initial Directors. The initial directors (“Initial Directors”) and their respective terms shall be:

- i. Tim Harris - Owner’s Representative, four (4) year term
- ii. Dixie Keller- Owner’s Representative, four (4) year term
- iii. Sheryl Giambalvo- Owner’s Representative, two (2) year term
- iv. Paul Jenness - Owner’s Representative, two (2) year term
- v. Vicki McClure – City’s Representative, two (2) year term

If there are no registered voters residing in the District on the date this Petition is filed with the City Clerk, at least one Director must be a resident of Liberty, Missouri that is registered to vote, has no financial interest in any real property or business within the District, and is not related (second degree blood or marriage) to any owner of real estate or any business in the CID (a “Disinterested Director”). The City Representative shall satisfy such additional qualification requirements.

d. Terms. Initial Directors shall serve for the term set forth above. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director is not able to serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Director’s failure to meet the qualification requirements set forth above, either in a Director’s individual capacity or in a Director’s representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

e. Successor Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution. The Executive Director of the District may submit a proposed slate of successor directors to the City of Liberty, Missouri’s City Clerk (the “City Clerk”), which slate may be comprised of any individuals that meet the above-listed criteria in the discretion of the Executive Director, except that the City’s Representative included in any such slate shall be selected by the City Administrator and shall be a Disinterested Director. Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor for consideration by the City Council. The slate shall serve as a non-binding recommendation of persons to be appointed by the Mayor.

6. Assessed Value. The total assessed value of all real property in the District is approximately \$87,910.

7. Duration of District. The proposed length of time for the existence of the District is twenty-seven (27) years from the date the Petition is approved and an ordinance is passed establishing the District. The District may be terminated prior to the end of such term in accordance with the provisions of the CID Act and this Petition, and said term shall not be extended unless a new petition is submitted and approved pursuant to the terms of the CID Act.

8. Real Property and Business License Taxes. The District will not have the power to impose a real property tax levy or business license taxes.

9. Special Assessments. The District will not have the power to impose special assessments.

10. Sales Tax. Qualified voters of the District may be asked to approve a sales tax of up to one percent (1%) (“District Sales Tax”), in accordance with the CID Act, to fund certain improvements within the District and/or to pay the costs of services provided by the District. Additional details about the District Sales Tax are set forth in the Five Year Plan attached hereto as Exhibit C.
11. Borrowing Limits. Petitioner does not seek limitations on the borrowing capacity of the District.
12. Revenue Limits. Petitioner does not seek limitations on the revenue generation of the District.
13. Future Five Year Plans. The District shall submit future Five (5) Year Plans meeting the requirements of Section 67.1421.2(3)(d), RSMo (as amended or replaced from time to time) to the City for comment and review no earlier than 180 days and no later than 90 days prior to the expiration of each then-current Five (5) Year Plan.
14. Authority Limits. Petitioner does not seek limitations on the authority of the District, except as set forth in this Petition.
15. Blight. Petitioner understands that the City Council has already made a determination that the proposed District is a blighted area per Ordinance No. 9794 and dated October 24th, 2011. Attached as Exhibit D is the blight study upon which such determination was made. Petitioner hereby represents that the conditions shown in Exhibit D are present on the property within the District at the time of this Petition. Petitioner requests that the City Council find that all of the property within the District is blighted.
16. Right to Terminate. The property owners within the District shall have the right to petition the City Council to terminate the District at any time in accordance with the CID Act.
17. City Council Right to Audit. The City Council shall have the right to audit the books and records of the District at any time upon reasonable request.
18. **Revocation of Signatures. THE PETITIONER ACKNOWLEDGES THAT THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

WHEREFORE, Petitioner respectfully requests that the City Council establish the requested Water Street Community Improvement District in accordance with the information set forth in this Petition and that the Mayor appoint and the City Council consent to the proposed members for the Board of Directors as set forth in this Petition and take all other appropriate and necessary action that is consistent with the CID Act to establish the requested district.

**EXECUTION PAGES FOR PETITION FOR THE CREATION OF THE
WATER STREET COMMUNITY IMPROVEMENT DISTRICT**

Name of owner: Downtown Liberty Investments LLC

Owner's address: 244 West Mill St., Suite 101 Liberty, MO 64068

Owner's telephone number: 816-781-3322

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Tim Harris

Title: Authorized Representative

Signer's telephone number: 816-781-3322

Signer's mailing address: 244 West Mill St., Suite 101 Liberty, MO 64068

If owner is an individual: _____ Single _____ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

☐	Corporation	☐	General Partnership
☐	Limited Partnership	X	Limited Liability Company
☐	Partnership	☐	Urban Redevelopment Corporation
☐	Not-for-Profit Corporation	☐	Other

Map and parcel number:

Parcel Number
15114000303100 (Assessed Value = \$8,930)
15114000302900 (Assessed Value = \$0)
15114000302800 (Assessed Value = \$0)
15114000302700 (Assessed Value = \$78,980)

Total approximate Assessed value of District: \$87,910

[Signature follows on separate page.]

By executing this petition, the undersigned represents and warrants that he is authorized to execute this petition on behalf of the property owner named immediately below.

DOWNTOWN LIBERTY INVESTMENTS LLC,
a Missouri limited liability company

By: 
Tim Harris, Authorized Representative

STATE OF Missouri)
COUNTY OF CLAY) ss:

On this 20th day of November 2024, before me appeared Tim Harris, to me personally known, who, being by me duly sworn did say that he is the Authorized Representative of DOWNTOWN LIBERTY INVESTMENTS LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company, and said limited liability company acknowledged said instrument to be the free act and deed of said entity.

WITNESS my hand and official seal this 20th day of Nov, 2024.


Notary Public

My Commission Expires: 05-03-2026



EXHIBIT A

Legal Description of the Water Street Community Improvement District

All of the North half of each of Lots 110 and 111, and that part of Lot 104, in the Original Town of Liberty, in Clay County, Missouri, described as follows: Beginning at the Southwest corner of Lot 104, thence East 100 feet, thence North 2 feet 9 inches more or less to the center of a brick wall in the South line of a building erected thereof, thence West in the center line of said wall 100 feet more or less to the West line of Lot 104, thence South 2 feet 9 inches to the Point of Beginning, EXCEPT all of the East 95 feet of the North One-half of Lot 110 and further EXCEPT that part of the North half of Lot 111, described as follows: Beginning at a point where the East end of a brick wall intersects the South line of the North half of the said Lot 111, said point being 24.5 feet West of the Southeast corner of said North half of said Lot 111, thence West along the South line of said North half of said Lot 111, 17.20 feet to its intersection with the center line of said wall, thence Easterly along said center line 17.2 feet to the East and thereof thence South along the East end of said wall 0.18 feet to the Point of Beginning of such exception.

ALSO, all that part of the South half of Lot 111 in the Original Town of Liberty, in Clay County, Missouri, described as follows: Beginning at the Northwest corner of said South half; thence East along the North line of said South half 62.30 feet to its intersection with the center-line of a brick wall; thence Westerly along the centerline of said brick wall 62.30 feet to the West line of said Lot 111; thence North 0.65 feet to the Point of Beginning. All that part of vacated Water Street in the Original Town of Liberty, in Clay County, Missouri, described as follows: Beginning at the Northwest corner of Lot 111, in the Original Town of Liberty, in Clay County, Missouri; thence South along the West line of said Lot 111, 35.65 feet to the centerline of a brick wall;

thence West, along the centerline of said wall, 2.55 feet to the West end thereof; thence North 37.23 feet to the centerline of another brick wall; thence East along the centerline of said brick wall, 2.70 feet to the West line of Lot 104 in said Original Town; thence South 1.58 feet to the Point of Beginning.

including:

TRACT I:

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.

TRACT II:

The North Half of the South Half of Lot One Hundred Ten (110) and One Hundred Eleven (111) as marked and numbered on the plat of the ORIGINAL TOWN OF LIBERTY, being Seventeen and one-half (17 1/2) feet fronting on Water Street and running back to Missouri Street, being same property conveyed to William H Wittoff in Book W, Page 382, of the Clay County, Missouri deed records.

Also the North Half of the North Wall of a two-story brick building located on the South Half of the South Half of Lot One Hundred Eleven (111), ORIGINAL TOWN OF LIBERTY, conveyed to Louise B Wittoff in Book 106, Page 287, deed records of Clay County, Missouri; also the South Half of the South Wall of a one-story brick building on the North Half of the Lot One Hundred Eleven (111), ORIGINAL TOWN OF LIBERTY, as shown in deed from Anthony S Brown recorded in Book 106, Page 288, of the Clay County, Missouri, deed records. Together with all party-wall agreements.

including:

All that part of Lot 122, Original Town of Liberty, Clay County, Missouri, described as follows: Commencing at the Southwest corner of Lot 122, Original Town of Liberty, Clay County, Missouri; thence North 00 degrees 13 minutes 35 seconds West along the West line of Lot 122, a distance of 47.00 feet to the centerline of a party wall, the point of beginning; thence North 89 degrees 46 minutes 25 seconds East along the centerline of a party wall, a distance of 82.43 feet; thence North 00 degrees 13 minutes 35 seconds West, a distance of 22.13 feet to a point on the centerline of a party wall; thence South 89 degrees 46 minutes 25 seconds West, along the centerline of a party wall, a distance of 32.83 feet; thence South 00 degrees 13 minutes 35 seconds East, a distance of 1.13 feet; thence South 89 degrees 46 minutes 25 seconds West, along the centerline of a party wall, a distance of 49.60 feet to a point on the West line of Lot 122; thence South 00 degrees 13 minutes 35 seconds East along the West line of Lot 122, a distance of 21.00 feet to the point of beginning.

The above description is also known as Tract A, on the Certificate of Survey recorded September 22, 2011 as Document No. 2011029996 in Plat Book H at Page 29, as corrected by Affidavit filed July 10, 2015 as Document No. 2015022694 in Book 7533, at Page 27.

Also that portion of vacated right-of-way of North Water Street lying West of and adjacent to the above described land, having been abolished by the document recorded August 10, 2010 as Document No. 2010026776 in Book 6460 at Page 95, and more fully described as follows: Beginning at the Southwest corner of Lot 122, Original Town of Liberty, Clay County, Missouri; thence North 89 degrees 31 minutes 01 seconds West, a

distance of 3.46 feet; thence North 00 degrees 28 minutes 59 seconds East, a distance of 68.00 feet; thence South 89 degrees 31 minutes 01 seconds East, a distance of 3.76 feet to a point on the East line of said Water Street; thence South 00 degrees 28 minutes 59 seconds West, a distance of 68.00 feet to the point of beginning.

Parcel Numbers included in Water Street Community Improvement District
15114000303100
15114000302900
15114000302800
15114000302700

EXHIBIT B

General Boundary Map of the Water Street Community Improvement District

The District boundary is outlined and cross-hatched in red below.

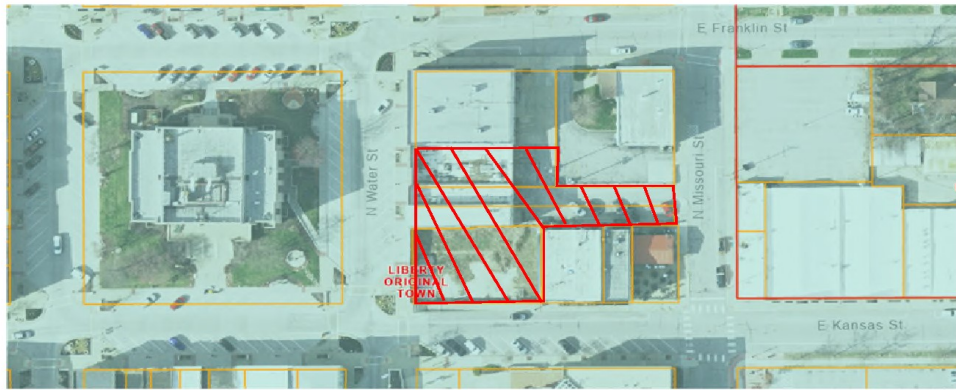


EXHIBIT C
FIVE YEAR PLAN

(Attached)

FIVE YEAR DISTRICT MANAGEMENT PLAN
OF THE
WATER STREET COMMUNITY IMPROVEMENT DISTRICT
CITY OF LIBERTY, MISSOURI

The information and details outlined in the following pages represent the strategies, and activities that it is anticipated will be undertaken during the initial five-year duration of the Water Street Community Improvement District in Liberty, Missouri. It is an integral and composite part of the petition to establish the Water Street Community Improvement District.

Introduction

The Water Street Crossing Community Improvement District (the “District”) is created pursuant to Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “CID Act”). Section 67.1421, RSMo, requires that the petition for the creation of the District be accompanied by a five-year plan which includes a description of the purposes of the proposed district, the services it will provide, each improvement it will make from the list of allowable improvements under Section 67.1461, an estimate of the costs of these services and improvements to be incurred, the anticipated sources of funds to pay the costs, and the anticipated term of the sources of funds to pay the costs. This Five-Year District Management Plan (the “Plan”) is intended to satisfy this statutory requirement, and is appended to the Petition for Formation of the District as an integral part thereof.

Section 1 - Why Create a Community Improvement District?

The District will encompass an 0.42 +/- acre plot of land located northeast of the intersection of Water Street and Kansas Street in Liberty, Missouri (the “Development”). The purpose of the District is to undertake certain improvements and services within the District, as discussed below, and to use or make available its revenue to pay the costs thereof.

Section 2 - What is a Community Improvement District?

A community improvement district is an entity that is separate from the City of Liberty, Missouri and is formed by the adoption of an ordinance by the City Council following a public hearing before the City Council regarding formation of the District. A CID may take the form of a political subdivision of the State of Missouri, or a nonprofit corporation that is formed and operated under Missouri corporation laws. CIDs are empowered to provide a variety of services and to construct and/or finance a number of different public improvements, and in a blighted area, to contract with a private property owner to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure owned by such private property owner, all as set forth more particularly in the CID Act. CIDs derive their revenue from taxes and assessments levied within the boundaries of the CID. Such revenues are then used to pay the costs of the services and/or improvements. A CID is operated and managed by a board of directors, whose members may be appointed or elected. Board members serve for a designated period of time, and the Board positions are again elected or appointed at the expiration of each term as provided in the petition creating such CID.

Section 3 - Management Plan Summary

The District in this case will take the form of a separate political subdivision of the State of Missouri, which will be governed by a Board of Directors that will consist of five (5) members appointed by the Mayor with the consent of the City Council pursuant to a slate submitted in accordance with the Petition.

District Formation:

CID formation requires submission of signed petitions from a group of property owners:

- collectively owning more than fifty percent (50%) by assessed value of the real property within the District, and
- representing more than fifty percent (50%) per capita of all owners of real property within the District.

In this case, the Petition to which this Plan is attached has been signed by the owners of 100% of the assessed value and 100% of the per capita property owners within the District.

Location:

The Development is located northeast of the intersection of Water Street and Kansas Street in Liberty, Missouri and consists of approximately 0.42 +/- acres, as more particularly described in the Petition.

Assessed Value of District:

The total assessed value of the property contained within the District on the date of the Petition is \$87,910.

Improvements and Services:

The purpose of the District is to provide funding for the demolition of the existing structures and, construction, and design of structured parking on the northwest portion of the District (the “Improvements”), and the provision of certain services within the District’s boundaries, which is anticipated to include maintenance of public improvements (the “Services”). The costs of the Improvements to be financed by the District shall include all costs associated with design, architecture, engineering, financing costs incurred to finance such Improvements, and legal and administrative costs of the same. The District may also provide funding for the District’s formation and its ongoing operation and administration costs on an annual basis.

It is also anticipated that all costs, including attorneys’ fees, associated with formation of the District, including, but not limited to, the preparation of the CID Petition, the negotiation and drafting of any agreements entered into upon formation of the District in furtherance of the District’s purposes, and the initial implementation of the District (“Formation Costs”) will be reimbursed to the advancing party, or paid directly, from funds generated by the District.

Method of Financing:

It is proposed that the District will impose a sales and use tax of up to one percent (1%) (the “District Sales Tax”), which is in addition to any other state, county or city sales and use tax. The District Sales Tax is payable on the same retail sales that are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, except sales of motor vehicles, trailers, boats or outboard motors, and sales to or by public utilities and providers of communications, cable, or video services. All costs of the District shall be financed in the manner and amount determined by the Board of Directors from the amounts on deposit with the CID. Amounts advanced to the District by the Petitioner, or its successors or assigns, to cover the costs contemplated hereunder will be reimbursed by the District upon the availability of funds. All financing costs, including interest costs, associated with any loan obtained by the District, or notes, bonds, or other obligations issued by the District to finance Improvements and/or Services may be paid from CID Sales Tax revenues.

Estimated Costs:

Attached as **Exhibit A** to this Plan is a table setting forth the estimated cost of the Improvements and the Services, and a table setting forth the projected cash flow for the first five years of the District’s existence. The anticipated sources of funds to pay for the Improvements are the proceeds of private loans and equity to be invested by the Petitioner. The District Sales Tax will be applied to reimburse the Petitioner for a portion of such costs. The anticipated term of such private

sources of funds is 10-30 years, while the period of reimbursement from the District Sales Tax shall occur as described below in the Section titled “Duration.”

City Services:

The CID Act mandates that existing City services will continue to be provided within a CID at the same level as before the District was created (unless services are decreased throughout the City) and that District services shall be in addition to existing City services. The District anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish.

Duration:

The District will operate for a maximum term of twenty-seven (27) years from the date the Petition is approved and an ordinance is adopted establishing the District. Notwithstanding that the District is at the time providing Services, but subject to the contractual rights of any third parties, the District may be terminated prior to the end of such maximum term if the Improvements have been completed and the costs thereof paid for or reimbursed in full with CID Sales Tax revenue. The petition process must be repeated for the District to continue beyond such maximum term.

**Section 4
District Boundaries**

The legal description of the District is attached as Exhibit A to the Petition.

**Section 5
Facilities and Services to Be Provided**

As explained above, during the first five years, the purpose of the District is to provide revenue sources in support of contracting with any private property owner to effectuate the Improvements, and providing or contracting for the Services.

**Section 6
Governing the Community Improvement District**

City Council:

Following the submission of the Petition, the City Council will conduct a public hearing and then consider an ordinance to create the District.

Board of Directors for District:

The District will be governed by a Board of Directors that will consist of five members appointed by the Mayor of Liberty with the consent of the City Council pursuant to the terms of the Petition. It is anticipated that if the District submits names of suggested successor directors to the City in accordance with the requirements of the Petition in writing at least thirty (30) days prior to the expiration date of the terms of the applicable directors, the Mayor shall appoint such directors as successor directors, with the consent of the City Council, unless the Mayor provides the District with a reasonable written explanation that such suggested successor directors do not meet applicable legal requirements or lack the competency to serve as directors.

Annual Budget:

The District's budgets will be proposed and approved annually, within the limitations set forth in this Plan, by the District's Board of Directors. Budgets will be submitted annually to the City Council of the City of Liberty for review and comment in accordance with the CID Act. The District will operate at all times in accordance with the District Rules and Regulations (Section 7) and the Bylaws of the District. The fiscal year of the District shall coincide with the City's fiscal year which is January 1 through December 31.

Section 7

District Rules and Regulations

1. The District shall operate at all times in accordance with Bylaws that may be adopted by the Board of Directors. The District shall at all times conduct its proceedings in accordance with Robert's Rules of Order, except as otherwise provided in any Bylaws.
2. The Board of Directors of the District will meet at least on an annual basis.

**EXHIBIT A TO FIVE YEAR PLAN OF THE
WATER STREET COMMUNITY IMPROVEMENT DISTRICT**

ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES¹

Project Cost*	Total Cost	CID Reimbursement
Multifamily Units Construction	\$2,500,000	\$0
Restaurant Construction	\$1,300,000	\$0
Retail Construction	\$1,318,000	\$0
Demolition and Reconstruction of Structured Parking²	\$750,000	\$688,847
Annual Operating Costs (over five (5) years)	\$12,500	\$12,500
SERVICES (over five (5) years)	\$0	\$0
TOTAL PROJECT COSTS	\$5,880,500	\$701,347

*Assumes interest on such amounts will also be reimbursable.

CASH FLOW PROJECTION³

CID Year	CID Sales Tax Revenue
1	\$ 42,650
2	\$ 43,503
3	\$ 44,373
4	\$ 45,261
5	\$ 46,166

¹These costs are estimates and may fluctuate based on actual costs incurred for purposes permitted under the CID Act.

²Costs incurred in this category are eligible as related to demolishing the existing buildings on the northwest portion of the District and reconstructing a structure to the same height as existed on the demolished building's footprint.

³Any annual revenue generated will be utilized to pay any costs of the District as approved in the District annual budget.

EXHIBIT D
BLIGHT STUDY

353 BLIGHT ANALYSIS
DOWNTOWN LIBERTY 353 PLAN
LIBERTY, MISSOURI

PREPARED FOR:
City of Liberty
101 East Kansas Street
Liberty, MO 64068

PREPARED BY:
DEVELOPMENT INITIATIVES
140 WALNUT, SUITE 203
KANSAS CITY, MISSOURI 64106
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PREPARED:

August 4, 2011

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The reported analyses, opinions, and conclusions contained herein are limited only by the reported assumptions and limiting conditions, and are Development Initiatives' unbiased professional analyses, opinions, and conclusions.

Information provided and utilized by various secondary sources is assumed to be accurate. Development Initiatives cannot guarantee information obtained from secondary sources. Such information and the results of its application within this analysis are subject to change without notice.

The nature of real estate development is unpredictable and often tumultuous. The natural course of property development is difficult to predict and forecast. Development Initiatives deems our projections as reasonable considering the existing market and various obtained information. It should be understood that fluctuations in local, regional and/or national economies could have substantial effects on the particular findings and recommendations contained within this document.

August 4, 2011

Ms. Karan Johnson, AICP
City of Liberty, Missouri
101 East Kansas Street
Liberty, MO 64068

Subject: 353 Blight Study, Downtown Liberty, Missouri

Dear Ms. Johnson:

We are pleased to transmit the attached Blight Study Report that has been prepared for the above referenced property. The purpose of this Report is to determine whether the subject property is blighted, as defined in Section 353.020 (2) Revised Statutes of Missouri. This analysis represents an accumulation of our findings based on research and investigations performed as of the report's effective date, August 4, 2011. The attached report sets forth the data, research, investigations, analyses, and conclusions for this report.

The subject redevelopment area is composed of one hundred forty (140) parcels of land containing approximately forty three (43) acres. Presently, the Redevelopment Area is comprised of scattered improvements.

As determined in the following study, it is our opinion that the subject property represents a "blighted area" which is defined in Missouri Statute Section 353.020 (2). Primary blighting factors include:

1. Age,
2. Obsolescence,
3. Outmoded Design,
4. Physical Deterioration,

We have concluded these facts based on the current condition of the Redevelopment Area, general access and visibility of the area, existing conditions of improvements located within the Redevelopment Area, current condition of building infrastructure in the area, and the potential redevelopment opportunities existing for the area.

As it presently exists, the Redevelopment Area, taken as a whole, contains conditions which meet the statutory definition of a “blighted area”. Therefore, it is our opinion that the Redevelopment Area represents a “blighted area” which is defined in Missouri Statute Section 353.020 (2). Please feel free to contact me if you have any questions or comments.

Sincerely,



James Potter, AICP, LEED GA
development initiatives



Chris Sally, CCIM
development initiatives

Introduction

The purpose of this analysis is to investigate and determine whether blighting conditions exist at the subject property according to Section 353.020 (2) of the Revised Statutes of Missouri (RSMo). Development Initiatives was retained to perform blight analysis in order to determine if the subject Redevelopment Area is qualified as blighted for consideration under the proposed Downtown Liberty 353 Plan. The proposed Redevelopment Area consists of approximately forty three (43) acres located in and around the historic Downtown of Liberty, Missouri. The Redevelopment Area is located in Clay County, Liberty, Missouri.

Presently, the Redevelopment Area is comprised of developed land. Please refer to Exhibit A for complete ownership information for the subject area.

Function of Study

This study has been prepared for use in conjunction with an application consideration pursuant to Missouri Revised Statutes Chapter 353.

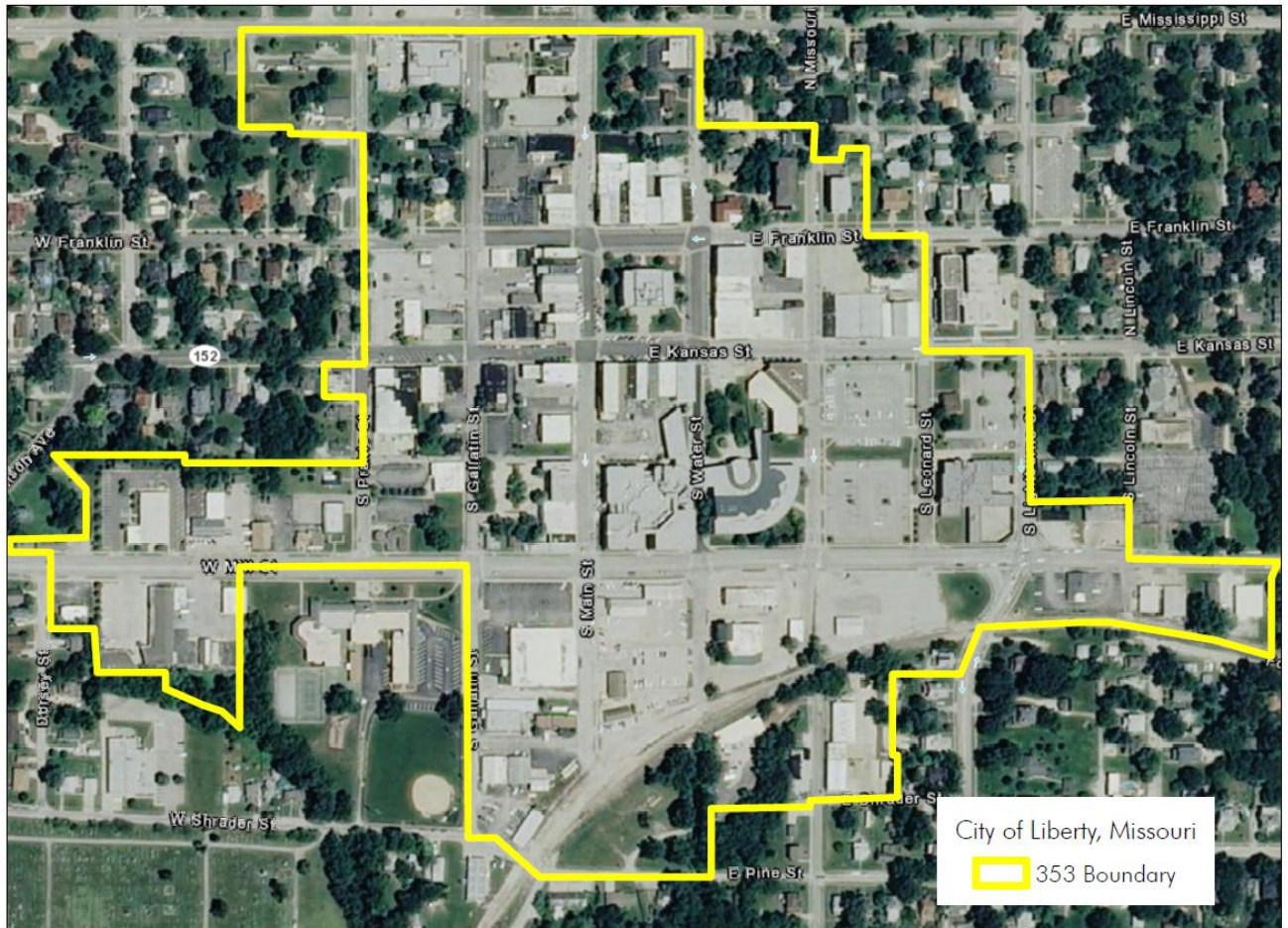
Purpose of Study

The purpose of this blight study is to determine whether the specific Redevelopment Area is blighted within the meaning of R.S.Mo. Section 353.020 (2).

Effective Date of Report

The effective date of this blight study is August 4, 2011. Unless otherwise stated, all factors pertinent to a determination of blight were considered as of that date.

Location Map



City of Liberty, Missouri - 353 Project Area - Boundary



Definition:

In determining whether the defined Redevelopment Area is “blighted”, we first must define the term “blighted area”. For the purposes of this study, the definition found in Section 353.020 (2) of the Missouri Revised Statutes is utilized. This section provides that “blighted area” shall mean:

"Blighted area", that portion of the city within which legislative authority of such city determines that by reason of age, obsolescence, inadequate or outmoded design or physical deterioration have become economic and social liabilities, and that such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes."

Site Description**Location & Access**

As previously mentioned, the Redevelopment Area is generally located in and around the historic downtown business district of Liberty, Missouri. The Redevelopment Area is located in an area which contains numerous land uses, including; commercial/retail, institutional, residential and surface parking lots. In the Redevelopment Area there are one-hundred forty (140) property tracts identified. These tracts are identified in Exhibit A – Ownership Information.

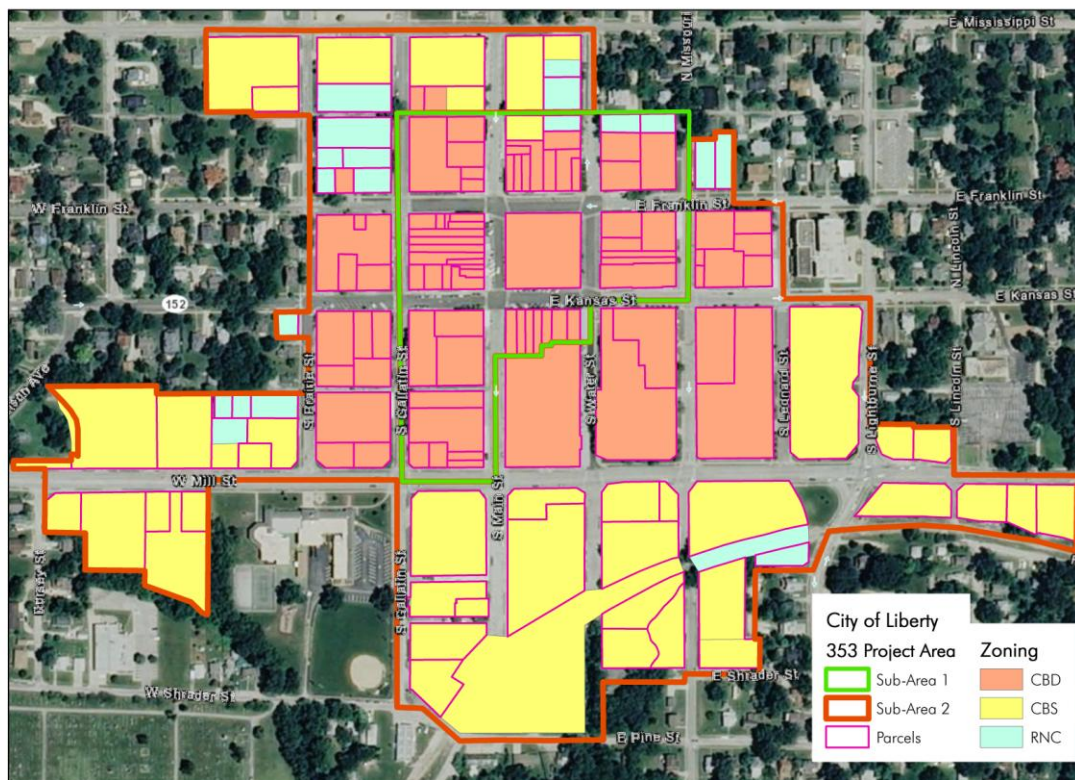
Topography

The topography of the Redevelopment Area falls from the north to south approximately forty (40) feet across the full extent of the area.

The existing zoning classification, per the Unified Development Code, for all parcels within Redevelopment Area include:

Zoning Classification	Purpose/Intent*
CBD District Central Business District Sec. 30-65 to 30-65.4	The central business district is to provide for development of high density, compact, pedestrian-oriented shopping, office, service and entertainment areas. The district is intended to accommodate a wide range of retail, service, office and residential uses.
CBS District Central Business Service District Sec. 30-66 to 30-66.4	The central business service district is retained within this UDO to maintain the transitional commercial area around the central business district.
RNC District Neighborhood Conservation Residential District Sec. 30-50 to 30-50.3	The residential neighborhood conservation district is to conserve the residential character of existing neighborhoods in the downtown area. It is intended to promote the preservation and maintenance of older single-family dwellings, while also allowing a variety of uses and density as was originally intended within the downtown area.

*Liberty Code of Ordinances.



City of Liberty, Missouri - 353 Project Area - Current Zoning

Utilities

All utilities are available to the area surrounding the Redevelopment Area including water, sewers, natural gas, steam, and electricity.

Electricity:	KCPL
Natural Gas:	Missouri Gas & Energy
Domestic Water:	Municipal, City of Liberty
Sewer:	City of Liberty, Missouri
Solid Waste:	Various
Telephone:	Southwestern Bell Telephone Company, Sprint, Castel, MCI
Cable:	Time Warner Cable

Environmental

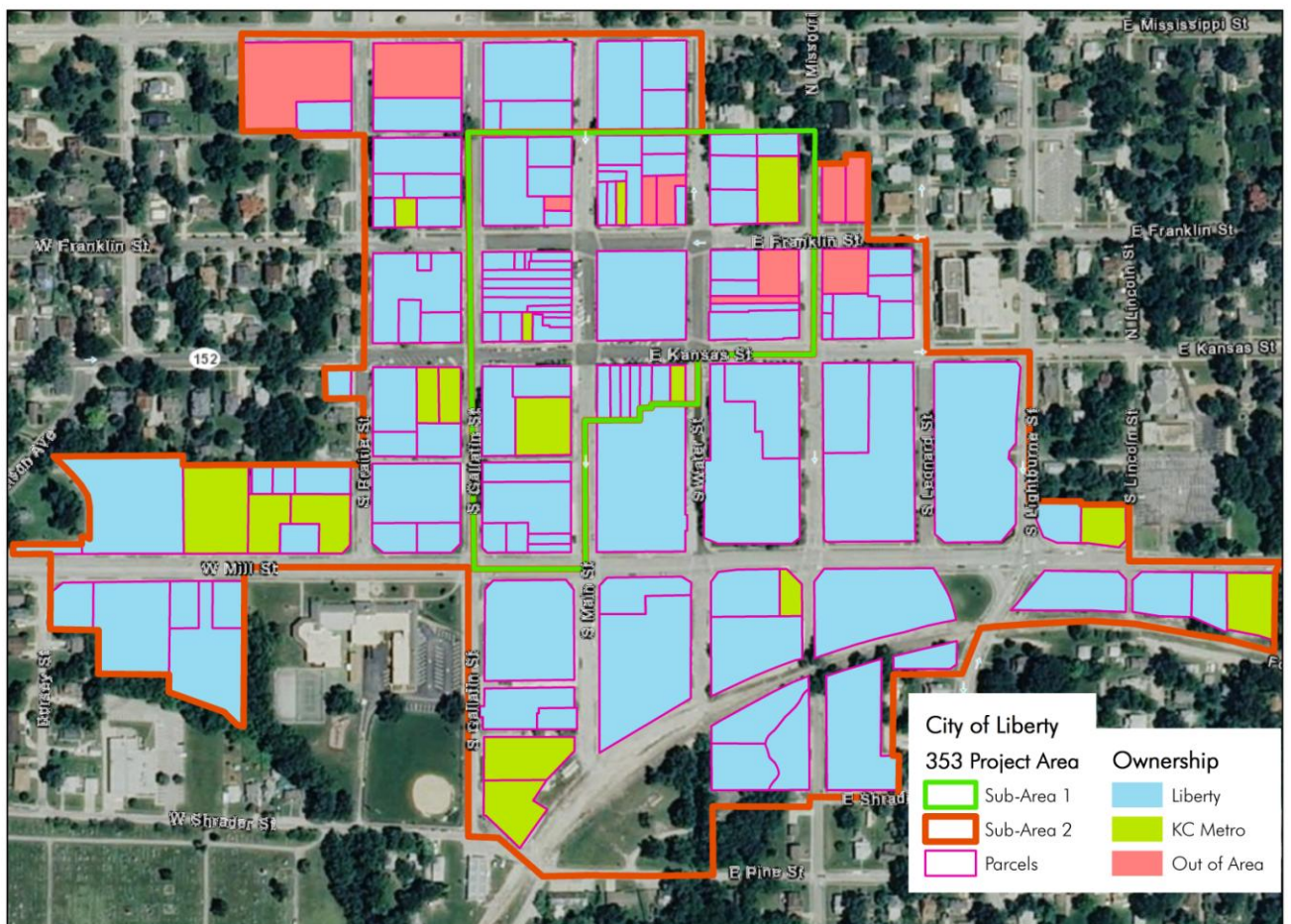
Development Initiatives was not provided with any environmental reports or analysis for the Redevelopment Area. Due to the vast size of the area, individual environmental analysis would be difficult to obtain. It is recommended that prior to the onset of extensive redevelopment projects, thorough environmental inspections are completed on a case-by-case basis.

Flood Zone

A small portion of the Redevelopment Area is within a flood zone as defined by the Federal Emergency Management Agency (FEMA). Portions of the Redevelopment Area located at the extreme southwest corner do lie within flood zone "Zone A2" of the Flood Insurance Rate Map identified as Panel No. 3 of 4 on Map No.: 290096 0003B bearing on effective date of February 1, 1985. The areas located within Zone A2 are minor and we would expect that any flood impact to the Redevelopment Area and related improvements would be minimal, if any.

Ownership

As previously mentioned, there are currently one-hundred forty (140) property parcels within the Redevelopment Area. Ownership of the Redevelopment Area is currently vested in one-hundred three (103) ownership entities. Of all of the property owners, approximately eighty-one (81) percent reside locally in Liberty. Twelve (12) percent are within the Kansas City Metropolitan Area, and seven (7) percent reside out of the area. All parcels and ownership information is included in Exhibit A – Ownership Information.



City of Liberty, Missouri - 353 Project Area - Ownership



Existing Improvement Description

As previously mentioned, there are improvements throughout the Redevelopment Area. Improvements range from residential to light industrial manufacturing. A significant amount of property is also municipal in nature with the Liberty City Hall and the Historic Clay County Courthouse anchoring the downtown business district.

City Area Plan Provisions

The Redevelopment Area is located within the boundaries of the City of Liberty, Comprehensive Plan, generated by Bucher, Willis & Ratliff of Kansas City, Missouri. The Plan contemplates several goals and objectives which should directly affect the Redevelopment Area and its immediate surroundings. These include:

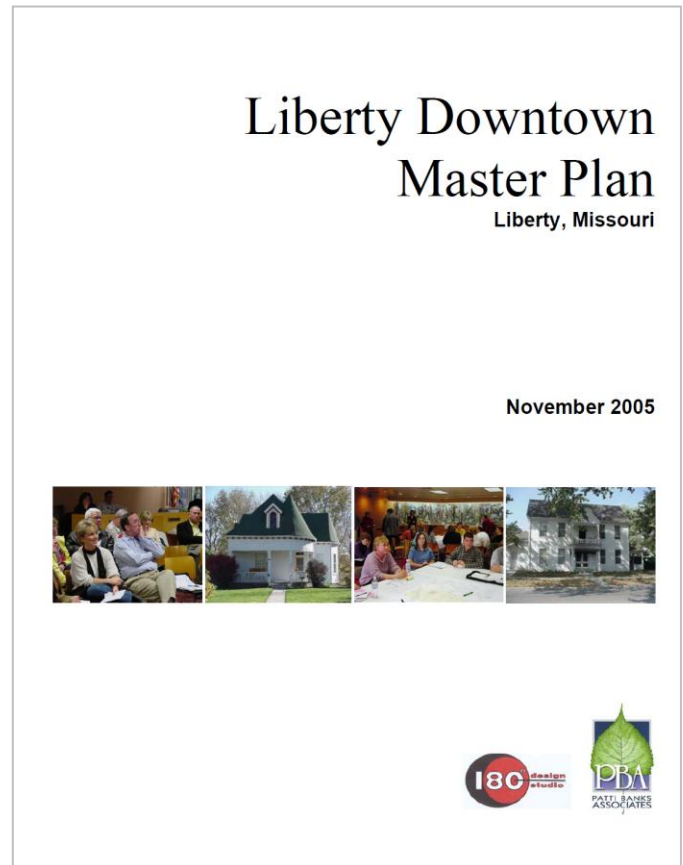
- Maintaining the Historic Liberty Square as the focus for commercial, civic, cultural and recreation activities for the community,
- Expanding locally-owned businesses as a priority for economic development,
- Encourage infill and modernization of existing commercial districts, and
- Plan for orderly commercial growth.

Generally the proposed redevelopment plan for the area intends to adhere to many of the mentioned goals and objectives of the Plan.



The Redevelopment Area also resides within the Downtown Master Plan, approved November 2005. The Master Plan envisions a lively pedestrian-friendly destination that offers a variety of retail/office services, high quality restaurants and businesses, and entertainment opportunities to area residents as well as to visitors from surrounding communities. The Master Plan recommends objectives which will directly affect the Redevelopment Area and its immediate surroundings. These include:

- Balance retail, office and residential uses,
- Provide dedicated funding for Downtown initiatives,
- Improve access to Downtown with a focus on improving the pedestrian environment,
- Establish an independent management entity to focus on Downtown initiatives,
- Increase local and regional awareness of the assets of Downtown Liberty, and
- Establish marketing and branding based on heritage tourism.



Previous Blight Findings

Within the Redevelopment Area only one property has been previously declared blighted by the City of Liberty. This property was 12 West Kansas for the redevelopment of property at that location. The City Council determined this property was a “blighted area” as defined by RSMo. 353.020 (2), and approved a Chapter 353 development plan for the redevelopment of the property, by ordinance No. 9650 on December 13, 2010.

Blight Analysis

As previously presented, a blighted area is defined in R.S.Mo. Section 353.020 (2) of the Missouri Revised Statutes as;

"Blighted area", that portion of the city within which legislative authority of such city determines that by reason of age, obsolescence, inadequate or outmoded design or physical deterioration have become economic and social liabilities, and that such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes."

Furthermore, R. S. Mo. Section 353.020 (1) defines "area" as

"that portion of the city which the legislative authority of such city has found or shall find to be blighted so that the clearance, re-planning, rehabilitation, or reconstruction thereof is necessary to effectuate the purposes of this law. Any such area may include buildings or improvements not in themselves blighted, and any real property, whether improved or unimproved, the inclusion of which is deemed necessary for the effective clearance, re-planning, reconstruction or rehabilitation of the area of which such buildings, improvements or real property form a part."

Thus, the term "blighted area" for the purposes of this analysis requires a finding that the Redevelopment Area, as a whole, is occasioned firstly by any of the following factors;

1. Age,
2. Obsolescence,
3. Inadequate or Outmoded design, or
4. Physical deterioration.

Secondly, one or more of the above four factors have caused the area to become economic and social liabilities.

And thirdly, one or more of such factors (1 through 4 above), are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes.

In determining whether the Redevelopment Area is blighted pursuant to the statutory definition, *Development Initiatives* first reviewed the subject area as a whole, particularly reviewing trends in the area as they relate to an indication of whether this portion of the City is blighted. In reviewing various redevelopment statutes and cases we have noted judicial decisions stating that the governing body could reasonably determine an area was blighted, although it is not necessary that each parcel within be blighted. In the State of Missouri there have been numerous court cases which provide additional direction in the consideration of blight, including:

1. *Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corporation*, 518 S.W.2d 11, 15 (Mo. 1974). A governing body can reasonably determine an area blighted, even though the total area, or any particular portion of it, does not constitute what is generally known as a “slum”.
2. *Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corp.*, 518 S.W.2d 11, 15 (Mo. Banc 1974). An area may properly be determined to be blighted even though it may contain some vacant land or structures which are not themselves offensive.
3. *Crestwood Commons Redevelopment Corporation v. 66 Drive-In, Inc.*, 812 S.W. 2d 903, 910 (MO.App.E.D. 13531). Determined that an otherwise viable use of a property may be considered blighted if it is an economic under utilization of the property.

As to the first step in the determination of a blighted area, all of the following conditions were found in the Redevelopment Area:

1. Age,
2. Obsolescence,
3. Inadequate or outmoded design, and
4. Physical deterioration.

Age

Structure Age	Parcels
<50 years	37 (26%)
50+ years	83 (59%)
Unknown age	20 (14%)
Source: City of Liberty	

The core of the Redevelopment Area is the historic Liberty Square. Many improvements in and around this location are historic in nature (i.e. over 50 years of age). For the Redevelopment Area, the following table provides a structure age breakdown.

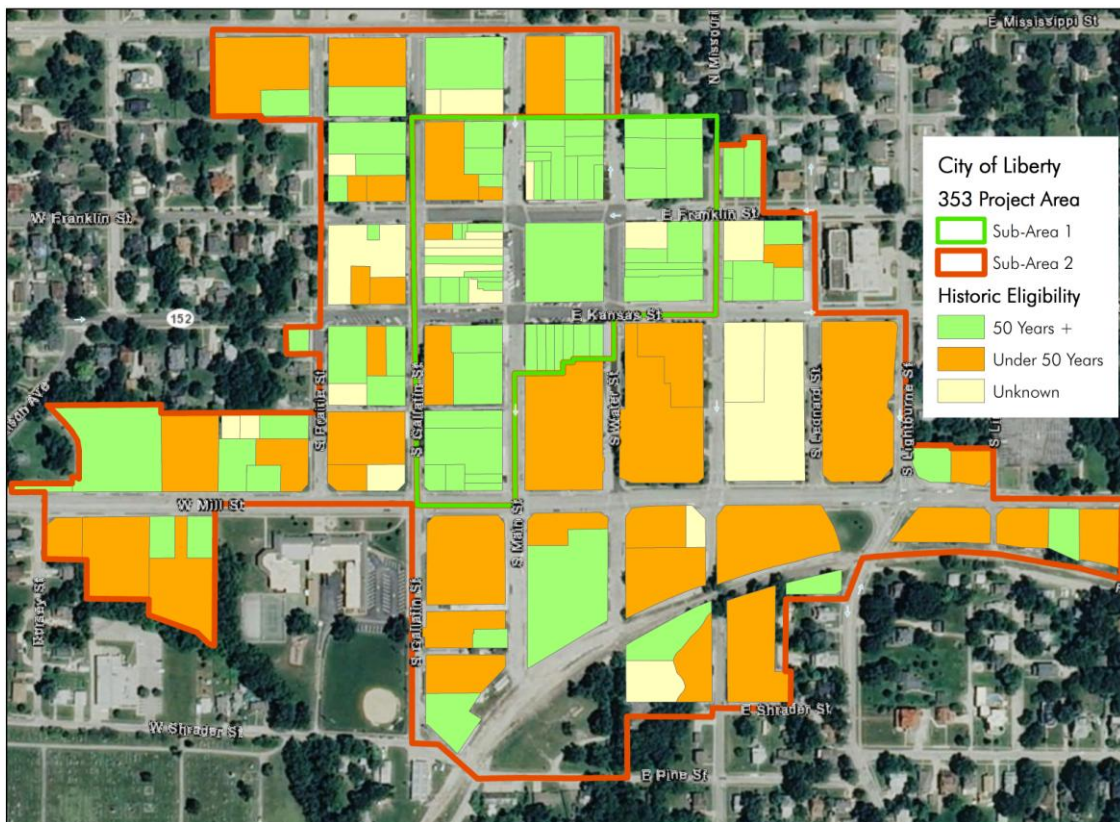
The majority of improvements within the Redevelopment Area are greater than 50 years of age. Age and the historic nature lend themselves to the character of Downtown Liberty. However, as structures within the Redevelopment Area continue to age, various building systems are deteriorating without ongoing building maintenance program and regular repair. Such deteriorating building components potentially lead to functional and economic obsolescence of the structure and increased vacancy.

Structure Age	Parcels
Pre 1900	25 (18%)
1900-1920	20 (14%)
1921-1950	25 (18%)
1951-1980	30 (21%)
1981-2011	20 (14%)
Unknown	20 (14%)
Source: City of Liberty	

Increased vacancies result in the Redevelopment Area becoming an economic liability because 1.) the property or area does not generate as much real, personal and sales tax revenue as an occupied property, 2.) the area requires the same level of public services, if not more, than an occupied property. Examples of this are fire and police services as well as City building inspection services. Increased vacancies resulting from aging structures in the area combined with a lack of proper maintenance causes the area to become a social

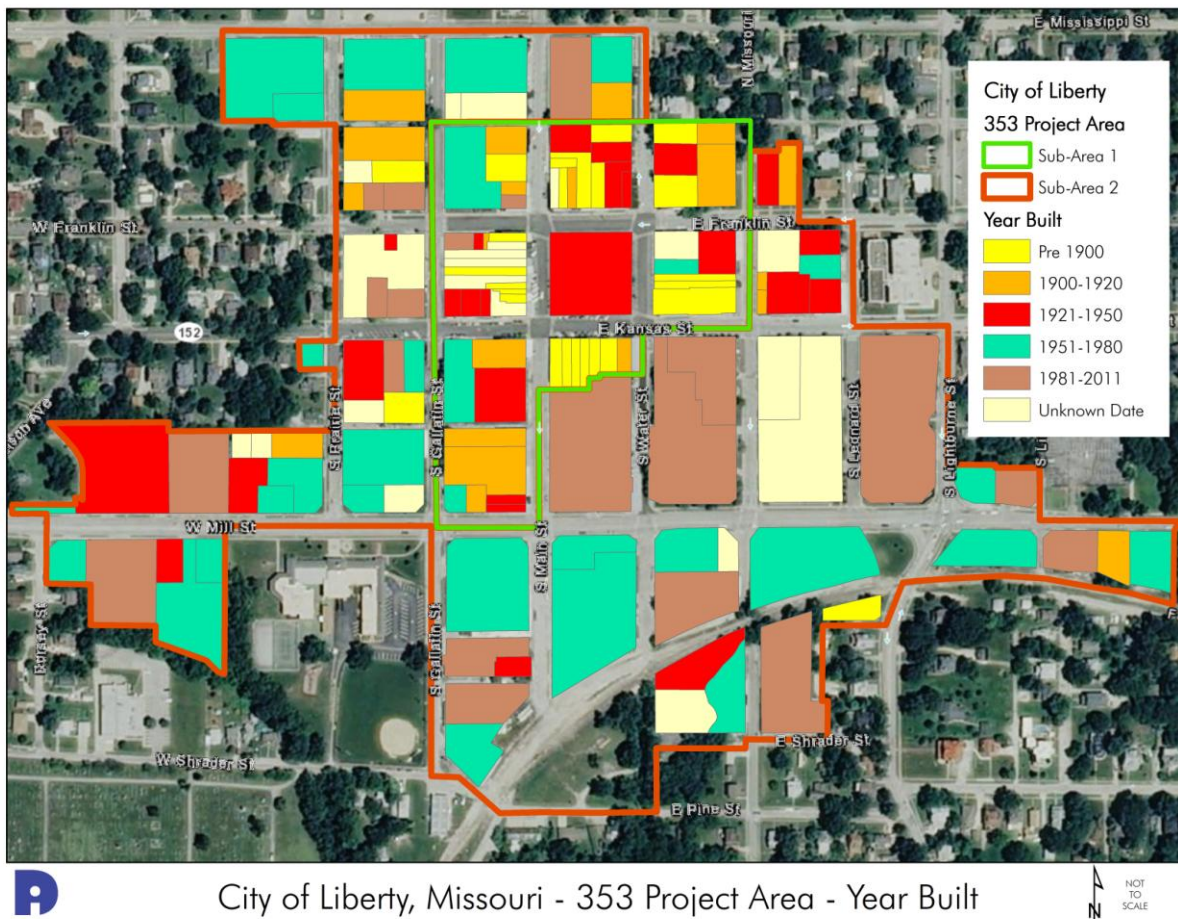
liability because less populated downtown areas often suffer from increases in property crimes such as vandalism, theft, and trespassing. Lack of proper maintenance increases the likelihood of injury to the public from crumbling structures and infrastructure, furthering the negative social impact of the area.

Additionally, increased and pervasive vacancies stunt the income availability to a property, thus limiting the funds available to address typical repair, maintenance, and obsolescence needs, further creating a cycle of blighting influences.



City of Liberty, Missouri - 353 Project Area - Historic Eligibility





Obsolescence

Due to age and location, many building and infrastructure improvements within the Redevelopment Area are obsolete and have surpassed their useful, intended design. These include:

- Unused and abandoned rail spurs are located in the southern portion of the Redevelopment Area. Many abandoned rail spur locations are adjacent to modern, functioning businesses and considering their location, areas with abandoned rail lines could be used for a more efficient use. The abandoned spurs are obsolete because the railroad is not utilizing them and according to City Staff, the area is frequently unsightly due to rail debris repairs, weedy conditions and the general unkempt nature of the area.

- As improvements within the Redevelopment Area continue to age, various components continue to deteriorate without ongoing building maintenance and upkeep. Deteriorating building components potentially lead to functional and economic obsolescence of the structure and immediate surrounding area. Potential vacancy as the result of obsolescence could occur and this combined with the lack of regular maintenance contribute to the functional deficiencies and obsolescence of structures.

Obsolete and underutilized nature of a property can also be conducive to ill health, transmission or disease, crime or particularly the inability to pay reasonable taxes. Similar to an aging property, obsolescence contributes to the ability of that property to generate reasonable tax revenue compared to a modern facility. All the while, that same property requires the same level of public service, if not more, than an modern contributing facility. Examples of this are fire and police services as well as City building inspection services. Increased vacancies resulting from obsolescence in the area combined with a lack of proper maintenance causes the area to become a social liability because, as previously mentioned, less populated areas often suffer from increases in property crimes such as vandalism, theft, and trespassing. Evidence of such crimes are set forth on page 20 and Exhibit B of this report. Lack of proper maintenance increases the likelihood of injury to the public from crumbling structures and infrastructures, furthering the negative social impact of the area.

Additionally, as previously mentioned, increased and pervasive vacancies stunt the income availability to a property, thus limiting the funds available to address typical repair, maintenance, and obsolescence needs, further creating a cycle of blighting influences.

Inadequate or Outmoded Design

As much of the Redevelopment Area resides in a Historic District, many of the existing improvements were designed in an era which doesn't accommodate current building and design standards and codes.

- South Missouri Street Railroad Bridge. At this location exists a one-lane vehicular under-pass which is narrow and the alignment is such that it severely obscures sight lines for vehicle traffic. Drivers passing under the bridge often have difficulty



- identifying oncoming traffic, a safety issue increasing the likelihood of ill health, a social liability.
- ADA access. Many of the existing building improvements within the Redevelopment Area suffer from outmoded design falling short of current Americans with Disabilities Act (ADA) standards. Many conditions exist within the Redevelopment Area which are not ADA compliant. These include a lack of disabled ingress/egress to various buildings, adequate ADA accessible restrooms, and street crossing conditions for disabled individuals. The cost of making ADA compliant improvements within the area are often times cost prohibitive.
- Due to the historic nature of the improvements within the Redevelopment Area, general layout and design of improvements don't conform to modern uses and often times make rehabilitation difficult. An example of which is updating basic buildings components such as electrical, plumbing, and HVAC. These improvements are often difficult, costly and burdensome to upgrade when rehabilitating historic structures.

- As the result, inadequate and outmoded designs make it difficult to attract new retail and other modern-day commercial uses. Increased vacancies resulting from outmoded design in the area cause the area to become a social liability because, as mentioned previously, less populated downtown areas often suffer from increases in property crimes such as vandalism, theft, trespassing, vehicle abandonment. Vacancy of a property or area also contributes to an economic liability of an area in that it does not generate as much tax revenue as an occupied property and thusly becoming a social and economic liability.

Physical Deterioration

Throughout the Redevelopment Area numerous improvements are exhibiting signs of physical deterioration and general degradation as evidenced in Exhibit B. This condition is evident across both private and public owned property. Conditions include:

- Deteriorated surface pavement on streets, alleyways, and private parking lots. Numerous locations throughout the Redevelopment Area exhibit cracking, splitting asphalt are leading to significant deterioration and pot-holes,
- Deteriorated curb and guttering improvements present on private improvements, as well as public right-of-ways,
- Deteriorated sidewalk improvements on public right-of-ways,
- Deteriorated bridge over-pass which contains crumbling structural elements, chipped/degraded concrete, potentially falling on pedestrian and vehicular traffic below,
- Deteriorated building façades which have become, and are becoming more deteriorated with the continued exposure to elements and lack of necessary repairs and maintenance,
- Deteriorating building structural elements which have become conducive to ill health or are hazardous in nature.

The Nuisance Code Division of the City of Liberty was contacted to identify properties within the Redevelopment Area which have incurred or have ongoing Nuisance Code

Violations with the City. Information from the City indicate that numerous properties within the Redevelopment Area have been cited for violations. Violations in the Redevelopment Area include:

- Obsolete Land Use or non-conforming land use,
- Lack of exterior maintenance,
- Ongoing deterioration,
- Graffiti,
- Trash & debris repeatedly overflowing from dumpsters,
- Health & safety violations due to accessibility or trespassing, and
- Repeated presence of inoperable vehicles.

Physical deterioration becomes an economic liability when a property is not producing the maximum economic benefit to the community, such as the ability to pay real, personal and sales taxes, but requires greater public expenses, such as fire, police and nuisance code violation efforts.



Physical deterioration of a property can also be conducive to ill health, transmission of disease, crime or particularly the inability to pay reasonable taxes. Physical deterioration of a property or area can contribute to health and safety violations, trespassing, vandalism, theft and other crimes, each a social liability, which require a greater public service contribution. Evidence of such conditions are shown in Exhibit B.

The preceding analysis indicates that the Redevelopment Area suffers from numerous unfavorable blighting factors, as delineated in the statutes and as previously described.

Factor	Present	Economic Liability	Social Liability	Ill Health	Disease	Crime	Inability to pay taxes
Age	X	X	X	X		X	X
Obsolescence	X	X	X	X	X	X	X
Inadequate or Outmoded Design	X	X	X	X			X
Physical Deterioration	X	X	X	X	X	X	X

Blight Conclusion

As currently improved, the area suffers from numerous unfavorable blighting factors, as delineated in the statutes and as previously described. These conditions have caused the area to become an economic and social liability because they require significant public costs and services while generating less public revenue benefits than other areas not suffering similar blighting factors. Because of these factors the generation of ill health, and crime render it the Redevelopment Area a social liability. If improved, the Redevelopment Area could increase the site's economic utilization, generate significantly increased tax revenue, increase economic development and jobs for the area, and remediate many of the blighting conditions burdening the area.

As a result of the factors discussed above, we have determined that according to R.S. Mo. Section 353.020 (2), the Redevelopment Area as a whole meets the definition of a "blighted area" because the area suffers from age, obsolescence, inadequate or outmoded design, and physical deterioration, becoming economic and social liabilities; such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes.

Exhibit A: Ownership Information

PARCEL ID	SITE ADDRESS	Property Legal Description	OWNER NAME
1	15114001402400	000236 W MILL ST	CITY BLOCKS, LIBERTY TR K CITY BLK 27
2	15114001402200	000246 W MILL ST	CITY BLOCKS, LIBERTY E160' LT 6 BLK 27
3	15114000504500	000002 N MAIN ST	ORIGINAL TOWN, LIBERTY PT LT 121 BEG SE COR LT 121, W91, N70, E7, S3, E17, S28, E14, S4, E52, S35 TO POB
4	15118000200200	000237 W MILL ST	MILL STREET SUBDIVISION LT 2 EXC ROW
5	15114001403000	000200 W MILL ST	ORIGINAL TOWN, LIBERTY PT LT 180 & ALL LT 179 & PT LT M CITY BLKS BEG NE COR LT 179, S121, SW30, W52, N70, W68, N70, E139 TO POB
6	15114000603300	000100 W KANSAS ST	WEST LIBERTY SQUARE TR 2
7	15114000504900	000012 N MAIN ST	ORIGINAL TOWN, LIBERTY PT LTS 112 & 113 BEG SW COR LT 113 N35 E208 S19.8 W82 S3 W22 S12.2 W104 TOPOB
8	15114000303900	000112 E FRANKLIN ST	ORIGINAL TOWN, LIBERTY E98.5' LTS 87 & 92 & S20' OF E98.5' LT 69
9	15118000100700	000007 W MILL ST	SAFEWAY ADDITION BLK 1 EXC ROW
10	15114000604000	000124 N GALLATIN ST	ORIGINAL TOWN, LIBERTY LTS 57, 58 & S10' LTS 53 & 54
11	15114000602100	000000 S PRAIRIE ST	ORIGINAL TOWN, LIBERTY S57.05' LT 156
12	15114001403200	000000 S PRAIRIE ST	CITY BLOCKS, LIBERTY E1/2 LT L BLK 27
13	15114000404300	000124 N WATER ST	ORIGINAL TOWN, LIBERTY S22' LT 49 & ALL LT 62
14	15114000505100	000016 N MAIN ST	ORIGINAL TOWN, LIBERTY S8' LTS 102 & 103 & N13.5' LTS 112 & 113
15	15114000602000	000119 W KANSAS ST	ORIGINAL TOWN, LIBERTY LTS 136 & 139 & N12.95' LT 156
16	15114000302400	000111 N WATER ST	ORIGINAL TOWN, LIBERTY S20' LT 70' & S20' OF W5.5' LT 69' & N60' LT 86 & N60' OF W5.5' LT 87
17	15114000502400	000000 N GALLATIN ST	ORIGINAL TOWN, LIBERTY W40' LT 59
18	15114001403100	000022 S PRAIRIE ST	ORIGINAL TOWN, LIBERTY LT 158
19	15114000504700	000008 N MAIN ST	ORIGINAL TOWN, LIBERTY PT LT 121 BEG NE COR LT 121, W84, S3, E17, S10, E67, N13 TO POB
20	15114000203600	000020 N LEONARD ST	BIRDS ADDITION UNRECORDED PT LTS 6,7,8,11 12 & 13 BEG 62'S OF NE COR LT 13, W105S47.6, E25, S16.65, E80, N64.5 TO POB
21	15114000302300	000117 N WATER ST	ORIGINAL TOWN, LIBERTY N50' LT 70 & N50' OF W5.5' LT 69
22	15118000200300	000249 W MILL ST	CITY BLOCKS, LIBERTY PT BLK 41 MARY E DORSEY ADDN PT LTS 1 & 2 BEG NW COR MILL STREET SUBD, S217.05, W166, N105.55, W12, N111.5, E178 TO POB
23	15114000302600	000019 N WATER ST	ORIGINAL TOWN, LIBERTY LT 104 & W9' LT 105 ALSO 15 & 17 N WATER ST
24	15114000505900	000124 N MAIN ST	ORIGINAL TOWN, LIBERTY E64' LT 59 & ALL LT 60
25	15114000404400	000134 N WATER ST	ORIGINAL TOWN, LIBERTY LT 40 & N48' LT 49
26	15114000404100	000112 N WATER ST	ORIGINAL TOWN, LIBERTY S22.5' LT 71 & N25' LT 85 & N25' OF E1/2 LT 84
27	15114000601400	000116 W FRANKLIN ST	ORIGINAL TOWN, LIBERTY W74' OF S55' LT 79
28	15114000303800	000119 E FRANKLIN ST	ORIGINAL TOWN, LIBERTY E95' LT 105 & E95' OF N1/2 LT 110
29	15114000403000	000005 E KANSAS ST	ORIGINAL TOWN, LIBERTY PT LT 132 BEG 33'E OF NW COR LT 132, S 127, E23.6, N127, W23.6 TO POB
30	15114000504400	000002 S MAIN ST	ORIGINAL TOWN, LIBERTY LT 133 & E32' LT 134 & N4' LT 142 & N4' OF E32' LT 141 SEE NOTES FOR ADDN OWNERS
			CURRY INVESTMENT CO 2700 NE Kendallwood Pkway, 208 Gladstone, MO 64119
			IMAGES N' ATTITUDES 113 Marion Street Liberty, MO 64068
			ALTIS, HUBERT D & NORMA D 1209 N CLAYVIEW DR Liberty, MO 64068
			SUTHERLAND, MARIAN E 237 W Mill Street Liberty, MO 64068
			REDMAN CONSULTING, LLC 9420 Liberty Drive Pleasant Valley, MO 64068
			CARANNONSON PROPERTIES, LLC 105 W Kansas, Suite C Liberty, MO 64068
			TWELVE NORTH MAIN, LLC PO Box 788 Liberty, MO 64069
			BENJAMIN 21, LLC 2023 Holmes Kansas City, MO 64108
			BAIRD, LINDA SUE BEDINGER & BEN JR 321 Seaport Cir Liberty, MO 64068
			BLANCH, CATHERINE J & KENT 124 N Gallatin Street Liberty, MO 64068
			HERITAGE AUCTION CO, INC 117 W Kansas Street Liberty, MO 64068
			KC ANDERSON PROPERTIES, LLC 1303 Timber Ridge Ct. Liberty, MO 64068
			DAVIS, JOHN R & SHERYL L 124 N Water Street Liberty, MO 64068
			DUGDALE, GAIL A 16 N Main Street Liberty, MO 64068
			HERITAGE AUCTION CO, INC 117 W Kansas Street Liberty, MO 64068
			JULES T, LLC 1120 Aspen Drive Liberty, MO 64068
			BANKLIBERTY 16 W Franklin Street Liberty, MO 64068
			KC ANDERSON PROPERTIES, LLC 1303 Timber Ridge CT Liberty, MO 64068
			LOZIER, CLAY & BARBARA 438 Moss Street Liberty, MO 64068
			MEYER, A KEITH Trust 20 N Leonard Street Liberty, MO 64068
			JULES T, LLC 1120 Aspen Drive Liberty, MO 64068
			STAR DEVELOPMENT CORP 244 W Mill St, Suite 101 Liberty, MO 64068
			BURNETT, ROGER GUY & VICTORIA Y 19 N Water Street Liberty, MO 64068
			FIRST PRESBYTERIAN CHURCH OF-LIBERTY 138 N Main Street Liberty, MO 64068
			CLAY COUNTY SAVINGS BANK PO Box 277 Liberty, MO 64069
			WHITE, GERALD D & CHRISTIE G PO Box 1114 Liberty, MO 64069
			WHITSITT, LANDON T & JERILYN D 116 W Franklin Street Liberty, MO 64068
			S E ACQUISITION OF KC, MO, INC 1333 S. Clearview Parkway New Orleans, LA 70121
			SMALL PROPERTIES, LLC 1152 White Oak Lane Liberty, MO 64068
			BRANT, JEROME E & LORRAINE J 724 Laurel Ave. Liberty, MO 64068

	PARCEL ID	SITE ADDRESS	Property Legal Description	OWNER NAME
31	15114000505700	000106 N MAIN ST	ORIGINAL TOWN, LIBERTY S66.5' LT 82	TURPIN, WILLIAM J & ANN W 212 Lakeside Drive Liberty, MO 64068
32	15114000403600	000015 E KANSAS ST	ORIGINAL TOWN, LIBERTY W32' OF N92' LT 130 & E10.8' OF N92' LT 131 EXC ANY PT IN 4497-468 (ALSO 13 E KANSAS ST)	BRANT, RALPH W JR 653 Butternut Ct. Liberty, MO 64068
33	15114000505500	000100 N MAIN ST	ORIGINAL TOWN, LIBERTY S35' OF E65' LT 94	100 N MAIN, LLC 100 N. Main Street Liberty, MO 64068
34	15118000100400	000131 S WATER ST	UNITED CO-OP PLACE LT 2	WILLIAMS, THOMAS & SANDRA 401 Murray Rd. Liberty, MO 64068
35	15114000304000	000116 N MISSOURI ST	ORIGINAL TOWN, LIBERTY N50' OF E98.5' LT 69	DROTTZ, JEFFREY V & KIM BITNER 116 N. Missouri Street Liberty, MO 64068
36	15114000503700	000040 S MAIN ST	ORIGINAL TOWN, LIBERTY S22.17 OF N47.17 LT 184	ANTIGEN LABORATORIES, INC 30 S. Main Street Liberty, MO 64068
37	15114000505200	000018 N MAIN ST	ORIGINAL TOWN, LIBERTY N22' OF S30' LTS 102 & 103	ALTIS, HUBERT D & NORMA D 12069 N Clayview Drive Liberty, Mo 64068
38	15114000502600	000009 W FRANKLIN ST	ORIGINAL TOWN, LIBERTY PT LTS 102 & 103 BEG 93.15'W OF NE COR LT 103, W16.25, S40, E11.4, N20, E4.85N20 TO POB	VINCENT HOLDINGS, LLC 9 West Franklin Street Liberty, MO 64068
39	15114000503600	000042 S MAIN ST	ORIGINAL TOWN, LIBERTY S22.83' LT 184 LIBERTY	STAR DEVELOPMENT CORP 244 West Mill Street, Suite 101 Liberty, MO 64068
40	15118000100401	000105 E MILL ST	UNITED CO-OP PLACE LT 1 EXC E50'	MILL WATER, LLC 1554 Canterbury Lane Liberty, MO 64068
41	15114000402700	000001 COURTHOUSE SQ	ORIGINAL TOWN, LIBERTY COURT HOUSE BLOCK	CLAY, COUNTY OF One Courthouse Square Liberty, MO 64068
42	15114000102100	000351 E KANSAS ST	ORIGINAL TOWN, LIBERTY LTS 191-202 EXC ROW	CLAY, COUNTY OF One Courthouse Square Liberty, MO 64068
43	15115000800300	000427 E MILL ST	MICHAEL ARTHUR'S 1ST ADDITION LTS 5 & 6 EXC ROW	SPARKS, REECE O & JUDITH G 1144 West Liberty Drive Liberty, MO 64068
44	15114000402100	000117 N MAIN ST	ORIGINAL TOWN, LIBERTY LT 72 ALSO 115 N MAIN ST	SHIPPERT, STAN H & BETTY L 812 Park Lane MO 64068 Liberty,
45	15114000202600	000007 N MISSOURI ST	BIRDS ADDITION UNRECORDED N45' OF W23' LT 9	SORELLA'S North Missouri Street Liberty, MO 64068 7
46	15114000302700	000011 N WATER ST	ORIGINAL TOWN, LIBERTY W9' OF N1/2 LT 110 & N1/2 LT 111	PETERS, GARNETT III 11915 Missouri Route A Liberty, MO 64068
47	15114000603900	000116 N GALLATIN ST	ORIGINAL TOWN, LIBERTY LTS 75, 76 & N15' LTS 79 & 80	TROXEL, WILLIAM R & PAMELA S 116 N Gallatin Street Liberty, MO 64068
48	15114000603200	000105 W KANSAS ST	ORIGINAL TOWN, LIBERTY W1/2 LT 135 & W1/2 OF N62' LT 140	CARANNSON INVESTMENTS 105, LLC 800 W 47th Street, Suite 500 Kansas City, MO 64112
49	15114000402500	000006 E FRANKLIN ST	ORIGINAL TOWN, LIBERTY E24' OF S104' LT 83	CURRY INVESTMENT CO 2700 NE Kendallwood Pkwy 208 Gladstone, MO 64119
50	15114000402400	000004 E FRANKLIN ST	ORIGINAL TOWN, LIBERTY PT LT 83 BEG 24'W OF SE COR LT 83, W22,N101, NE22, S104 TO POB	CHARLES, BRADFORD DRAKE & MARY JANE 430 E. Franklin Street Liberty, MO 640168
51	15114000505600	000104 N MAIN ST	ORIGINAL TOWN, LIBERTY N35' OF E65' LT 94	NPG NEWSPAPERS, INC 825 Edmond Street St. Joseph, MO 64501
52	15114000403800	000014 E FRANKLIN ST	ORIGINAL TOWN, LIBERTY E35' OF S115' LT 84	VAN NOTE, WILLIAM B 647 Sunrise Acres Pt Sunrise Beach, MO 65079
53	15114000601500	000116 W FRANKLIN ST	ORIGINAL TOWN, LIBERTY W52' LT 97	WHITSITT, LANDON T & JERILYN D 116 West Franklin Street Liberty, MO 64068
54	15114000601600	000112 W FRANKLIN ST	ORIGINAL TOWN, LIBERTY E52' LT 97	SIMS, THOMAS L 1904 NE 76th Street Gladstone, MO 64118
55	15114000503100	000017 W KANSAS ST	ORIGINAL TOWN, LIBERTY PT LTS 134, 141 & 154 BEG NW COR LT 134, S210, E78, N136, W6, N74, W72 TO POB	RED BRICK, LLC West Kansas Street Liberty, MO 64068 17
56	15114000402800	000009 E KANSAS ST	ORIGINAL TOWN, LIBERTY E23 OF W32 LT 131 EXC S9.15	SHOGER, NEAL RAY 9 East Kansas Street Liberty, MO 64068
57	15114000402300	000002 E FRANKLIN ST	ORIGINAL TOWN, LIBERTY W22' OF S101' LT 83	DAVIS, E CRAIG 431 East Mississippi Street Liberty, MO 64068
58	15114000402600	000010 E FRANKLIN ST	ORIGINAL TOWN, LIBERTY W1/2 LT 84 & N16.7 LT 83	LIBERTY MASONIC BLDG 1633 Dunwich Drive Liberty, MO 64068
59	15114000302800	000009 N WATER ST	ORIGINAL TOWN, LIBERTY N17.5' OF S1/2 LTS 110 & 111	CARROLLTON HOLDING CO, LLC 1266 West Paces Ferry Rd NW #517 Atlanta, GA 30327

	PARCEL ID	SITE ADDRESS	Property Legal Description	OWNER NAME
60	15118000200202	000241 W MILL ST	MILL STREET SUBDIVISION LT 1 EXC ROW	BRUENING, LAUREL A 1520 Ridgeview Rd Liberty, MO 640168
61	15115000800600	000445 E MILL ST	MICHAEL ARTHUR'S 1ST ADDITION LT8, W1/2 LT9 & VAC ALLEY	MIDWEST GAME SUPPLY CO PO Box 20 Kearney, MO 64060
62	15114000403500	000017 E KANSAS ST	ORIGINAL TOWN, LIBERTY E38.25' OF N92' LT 130 & ANY PTS IN 4497-465 & 4497-468	CURRY INVESTMENT CO 2700 NE Kendallwood Pkwy 208 Gladstone, MO 64119
63	15115000701600	000416 E MILL ST	WILSON'S ADDITION PT LT 29 BEG 110S OF NE COR LT 29 S90 SW20 W90 N88 E105 TO POB	HENGGELE, DONALD E 9412 Farley Lane Overland Park, KS 66212
64	15114000203400	000214 E KANSAS ST	BIRDS ADDITION UNRECORDED PT LTS 6 & 7 BEG SE COR LT 6 W80 N83.5 E80 S83.5 TO POB	STAR DEVELOPMENT CORP 244 West Mill Street, Suite 101 Liberty, MO 64068
65	15118000501400	000120 S LEONARD ST	NEW MADRID ADDITION LT 1	SKIDMORE, WILLIAM G JR & WILLA 120 South Leonard Street Liberty, MO 64068
66	15114000202500	000000 E FRANKLIN ST	BIRDS ADDITION UNRECORDED LT 10 & W45' LT 11	S E ACQUISITION OF KC, MO, INC 1333 South Clearview Pkwy New Orleans, LA 70121
67	15114000303300	000101 E KANSAS ST	ORIGINAL TOWN, LIBERTY BEG NE COR LT 128 S210 W86 N50 W18 N78 W69 N82 E173 TO POB	LIBERTY, CITY OF East Kansas Street Liberty, MO 64068
68	15114001201400	000124 N PRAIRIE ST	ORIGINAL TOWN, LIBERTY LT 56	LIBERTY LAND CO, LLC 113 Aspen MO 64068 Liberty,
69	15118000100500	000109 S MAIN ST	CITY BLOCKS, LIBERTY LTS A & B BLK 37 EXC ROW	TEEPLE, RICKY LYNN Park Lane Liberty, MO 64068
70	15114000302900	000007 N WATER ST	ORIGINAL TOWN, LIBERTY PT LTS 110, 111 & 122 BEG 2'S OF NW COR LT 122, E90,N2, E148, N17.5, W208, S19.5 TO POB	REVANNE PARTNERS, LP Box 1535 Liberty, MO 64069
71	15114000505000	000014 N MAIN ST	ORIGINAL TOWN, LIBERTY S21.5' OF N35' LTS 112 & 113	CLAY COUNTY MUSEUM ASSOC 14 North Main Street Liberty, MO 64068
72	15114000602300	000112 W MILL ST	ORIGINAL TOWN, LIBERTY LT 181 EXC ROW ALSO 114 & 120 W MILL ST	CALLAHAN, COLE ANTHONY 1806 Cemco Drive Liberty, MO 64068
73	15115000701500	000400 E MILL ST	WILSON'S ADDITION LT 28 EXC N100' & EXC ROW BEG 100'S OF NE COR LT 28, S98, W57, NWLY75, N46, E105 TO POB	WYMORE, JOHN B & CARLIDA B 741 Ridgeway Drive Liberty, MO 64068
74	15114000602900	000018 S GALLATIN ST	ORIGINAL TOWN, LIBERTY S8' LT 140 & ALL LT 155	DYER, PAUL N & CAROLE L Gallatin Street Liberty, MO 64068
75	15114000503500	000010 W MILL ST	ORIGINAL TOWN, LIBERTY E1/2 LT 183	ANTIGEN LABORATORIES, INC Main Street Liberty, MO 64068
76	15114000504200	000028 S MAIN ST	ORIGINAL TOWN, LIBERTY PT LTS 161,162,184 & ALL LTS 175 & 176 BEG 48.8'S OF NECOR LT162, S116.2, W104, N 27.14, W104, N93.47, E208 TO POB A/K/A TR II (E-30)	ANTIGEN LABORATORIES, INC Main Street Liberty, MO 64068
77	15114000404200	000116 N WATER ST	ORIGINAL TOWN, LIBERTY N47.5' LT 71 ALSO 118 N WATER ST	PGB PROPERTIES, LLC Water Street Mo 64068 Liberty,
78	15114000502900	000018 W KANSAS ST	ORIGINAL TOWN, LIBERTY W42' LT 120	STATON, FIELDING B & DARLA J 707 Claywoods Pkwy Liberty, MO 64068
79	15114001200100	000201 W MISSISSIPPI ST	ORIGINAL TOWN, LIBERTY LTS 34 & 55 IN ORIGINAL TOWN TR A BLK 5 PETER'S ADDITION UNRECORDED PLAT~	CARTOUCHE, LP 1266 W Paces F 1266 West Paces Ferry Rd NW #517 Atlanta, GA 30327
80	15114000402401	000111 N MAIN ST	ORIGINAL TOWN, LIBERTY PT LT 83 BEG 104'N OF SE COR LT 83, W68N22, E70, S19 TO POB	WARREN, DELMAR C II & JEAN E 111 N Main Street Liberty, MO 64068
81	15114000603700	000100 W FRANKLIN ST	ORIGINAL TOWN, LIBERTY LT 96	ROTARY CLUB OF LIBERTY 16 West Franklin Street Liberty, MO 64068
82	15114000402900	000007 E KANSAS ST	ORIGINAL TOWN, LIBERTY W9 LT 131 EXC S11.15 & E13.4 LT 132 EXC S11.15	SMALL PROPERTIES, LLC White Oak Lane Mo 64068 Liberty,
83	15114000502500	000016 W FRANKLIN ST	ORIGINAL TOWN, LIBERTY LTS 74, 81, 95 & W39' LT 94	BANKLIBERTY Franklin Street MO 64068 Liberty,
84	15114000504300	000014 S MAIN ST	ORIGINAL TOWN, LIBERTY LT 153 & S66' LT 142 & S66' OF E26' LT 141 & E26' LT 154	PETTY, EDGAR N & GRACE A 14404 NE 116th Street Kearney, MO 64060
85	15118000101100	000147 S GALLATIN ST	CITY BLOCKS, LIBERTY N PT LT J BLK 38 BEG NW COR LT J, S100, E146, NE92.2, N32.6, W211.2 TO POB	DEHART, L EUGENE & VERA LUCILLE 7741 N Main Street City, MO 64118 Kansas
86	15114000604100	000140 N GALLATIN ST	ORIGINAL TOWN, LIBERTY LTS 35, 36 & N60' LTS 53 & 54	SOUTHWESTERN BELL TELEPHONE CO One Bell Center St. Louis, MO 63101
87	15118000200201	000239 W MILL ST	MILL STREET SUBDIVISION LT3 & PT CB 40 & 41 BEG NE COR LT 1 MILL ST SUBD, E31.4, S106.5, E75, S224.8, NWLY191.17, N151.05, E70, N A/K/A TR A (C-374)	BSV PROPERTIES, LLC 1009 Sherman Drive Liberty, MO 64068
88	15114000603100	000101 W KANSAS ST	ORIGINAL TOWN, LIBERTY E1/2 LT 135 & N62 E1/2 LT 140	ADAM, GARY CARL & KAREN ADAM PO Box 14072 MO 64068 Liberty,
89	15114000601700	000000 W FRANKLIN ST	ORIGINAL TOWN, LIBERTY LT 100 & PT LTS 101,114,115,118 BEG NW COR LT 100 E104 S40 E30 N40 E74 S140 W99.85 N28 W46.4 S98 W61.75 N210 TO POB	LIBERTY, CITY OF East Kansas Street Liberty, MO 64068

	PARCEL ID	SITE ADDRESS	Property Legal Description	OWNER NAME
90	15114000503400	000014 W MILL ST	ORIGINAL TOWN, LIBERTY W1/2 LT 183 EXC ROW LIBERTY	ANTIGEN LABORATORIES, INC 30 S Main Street MO 64068 Liberty,
91	15114001402900	000208 W MILL ST	ORIG TOWN & CITY BLKS LIBERTY PT LTS M & 180 E37.1' OF W61' LT 180	MIDWEST CAPITAL MORTGAGE, INC 206 West Mill Street Liberty, MO 64068
92	15114000502800	000015 W FRANKLIN ST	ORIGINAL TOWN, LIBERTY N40' OF W74' LT 102	CHAPMAN, WILLIAM M Ridgeway Drive MO 64068 916 Liberty,
93	15114001400100	000201 W KANSAS ST	ORIGINAL TOWN, LIBERTY E62' LT 137 ALSO ALSO 205 W KANSAS ST	SHADOW KATT, INC W Kansas Street MO 64068 205 Liberty,
94	15114000603301	000104 W KANSAS ST	WEST LIBERTY SQUARE TR 1	SCHLOSS, PETER M & CHRISTINE S 312 Lakeside Drive MO 64068 Liberty,
95	15114000202900	000000 N MISSOURI ST	ORIGINAL TOWN, LIBERTY LTS 127, 145, 148	LIBERTY, CITY OF East Kansas Street Liberty, MO 64068 101
96	15114000505400	000022 N MAIN ST	ORIGINAL TOWN, LIBERTY N20' OF E93.15' LT 103	J L BLOSSER PROPERTIES, LLC Main Street MO 64068 22 N Liberty,
97	15114000202300	000204 E FRANKLIN ST	CURTIS SUBDIVISION UNRECORDED S138' LT 8	PLP INVESTMENTS, LLC 1005 San Andrade Drive Encinitas, CA 92024
98	15114000403200	000014 S WATER ST	ORIGINAL TOWN, LIBERTY BEG SW COR LT 185, N307.65 E103.75 N30.85 E26.33 N8 E79.97 S260 E3 S37.5 W3 S47 W208 TO POB	CLAY, COUNTY OF One Courthouse Square Liberty, MO 64068
99	15114000603800	000108 N GALLATIN ST	ORIGINAL TOWN, LIBERTY S55' OF E30' LT 79 & S55' LT80	CRAWFORD, SANDRA LUCRETIA 18016 NE 81st Lane Liberty, MO 64068
100	15114000302500	000104 E FRANKLIN ST	ORIGINAL TOWN, LIBERTY LT 93 & S10' LT 86 & S10' OF W5.5' LT 87 & W5.5' LT 92	WYMORE, JOHN B & CARLIDA B 741 Ridgeway Drive Liberty, MO 64068
101	15114000404000	000020 E FRANKLIN ST	ORIGINAL TOWN, LIBERTY E24' OF S90' LT 85 ALSO 108 & 110 N WATER ST	CANUTESON GROUP, INC Franklin Street Liberty, MO 640168 20 E
102	15114000403900	000016 E FRANKLIN ST	ORIGINAL TOWN, LIBERTY BEG SW COR LT 85, E46, N90, E 24, N90, E24, N25, W70, S115 TO POB	VAN NOTE, WILLIAM B 647 Sunrise Acres Pt Sunrise Beach, MO 65079
103	15114000505800	000118 N MAIN ST	ORIGINAL TOWN, LIBERTY LT 73 & N3.5' LT 82	WHITE, GERALD D & CHRISTIE G PO Box 1114 MO 64069 Liberty,
104	15114000603600	000109 W FRANKLIN ST	ORIGINAL TOWN, LIBERTY W30' OF N40' LT 101	SEELY, HARVEY J & ELEANOR SUE 6 W Kansas St MO 64068 Liberty,
105	15114000202700	000200 E KANSAS ST	BIRDS ADDITION UNRECORDED W23' OF S60' LT 9	CORNER BAR, INC East Kansas St 64068 200 Liberty, MO
106	15114000403100	000001 E KANSAS ST	ORIGINAL TOWN, LIBERTY W33' OF N127' LT 132	BOGGESS, JAMES COLLIER TRUST PO Box 246 MO 64069 Liberty,
107	15115000800500	000439 E MILL ST	MICHAEL ARTHUR'S 1ST ADDITION LT 7 & VAC ALLEY	ANDERSON, PAUL D & NICOLE C 439 E Mill Street Liberty, MO 64068
108	15115000800200	000405 E MILL ST	MICHAEL ARTHUR'S 1ST ADDITION LTS 1-4 EXC ROW BEG SE COR LT 4, WLY267, NE120E176, SE25, S78 TO POB	WYMORE, JOHN B & CARLIDA B 741 Ridgeway Drive Liberty, MO 64068
109	15114000203300	000000 S LEONARD ST	ORIGINAL TOWN, LIBERTY LTS 126,146,147,167,168, 169, 170,189,190 & ALL VAC ALLEY EXC ROW	CLAY, COUNTY OF One Courthouse Square Liberty, MO 64068
110	15118000100100	000201 E MILL ST	CITY BLOCKS, LIBERTY CTY BLK 35	CLAY, COUNTY OF One Courthouse Square Liberty, MO 64068
111	15118000500200	000000 S WATER ST	SHRADER'S ADDITION LT 4~	LIBERTY SPRINGS, LLC 1113 Aspen Drive Liberty, MO 64068
112	15114001403300	000000 S PRAIRIE ST	CITY BLOCKS, LIBERTY W1/2 LT L BLK 27	BOYER, ALAN L & VIRGINIA L 6 Pemford PL Liberty, MO 64068
113	15114001402500	000218 W MILL ST	CITY BLOCKS, LIBERTY PT LTS K & M BLK 27 BEG 29.5'W OF SE COR LT M, W 79.03, N140.02, E108.53, S70, W22.5, S70 TO POB	MUELLER, MARTIN A & MARY C 16215 Baster Rd Excelsior Springs, MO 64024
114	15118000500300	000140 S MISSOURI ST	SHRADER'S ADDITION LT 5~	CARR, JOHN L Box 520 MO 64069 PO Liberty,
115	15114000602500	000000 S GALLATIN ST	ORIGINAL TOWN, LIBERTY LT 182 EXC ROW	WILLOUGHBY, SYLVIA W 713 Bristol Ct 64068 Liberty, MO
116	15114000506000	000138 N MAIN ST	ORIGINAL TOWN, LIBERTY LTS 37, 38, 51 & 52	FIRST PRESBYTERIAN CHURCH OF~LIBERTY 138 N Main Street Liberty, MO 64068
117	15114000505300	000020 N MAIN ST	ORIGINAL TOWN, LIBERTY S20' OF N40' E98' LT 103	MACE, DARYL ALLEN ETAL 20 N Main Street Liberty, MO 64068
118	15114000203700	000217 E FRANKLIN ST	BIRDS ADDITION UNRECORDED N62' LTS 12 & 13 & N62' OF E5'LT 11	EDWARDS, GLEN R & DOROTHY R 217 E Franklin Street Liberty, MO 64068
119	15114000502700	000011 W FRANKLIN ST	ORIGINAL TOWN, LIBERTY W24.6' OF E30' OF N40' LT 102	SCHMITT, LYNN A & SARAH A 11 W Franklin Street Liberty, MO 64068

PARCEL ID	SITE ADDRESS	Property Legal Description	OWNER NAME	
120	15114000504600	000004 N MAIN ST	ORIGINAL TOWN, LIBERTY PT LT 121 BEG 13'S OF NE COR LT 121, W67, S18, E14, S4, E52, N221 TO POB	FOUR NORTH MAIN, LLC Main Street Liberty, MO 64068
121	15118000100600	000115 S MAIN ST	CITY BLOCKS, LIBERTY LT C BLK 37	CLAY, COUNTY OF One Courthouse Square Liberty, MO 64068
122	15114000503001	000010 W KANSAS ST	ORIGINAL TOWN, LIBERTY W12.5' OF S70' LT 121 & E12.4' OF S70' LT 120	MOBILE INVESTORS, INC Kendallwood Pkwy, Suite 208 Gladstone, MO 64119
123	15114000503200	000024 S MAIN ST	ORIGINAL TOWN, LIBERTY PT LTS 161 & 162 BEG NE COR LT 162, S48.8, W208N46.53, E208 TO POB A/K/A TRI (E-30)	WILLOUGHBY, JAMES W II & ELIZABETH-B 26 S Main Street Liberty, MO 64068
124	15118000100402	000000 S MISSOURI ST	UNITED CO-OP PLACE E50' LT 1	WILLIAMS, DAVID L & CLARA TRUST 1201 Main Street #5 Parkville, MO 64152
125	15114000401700	000000 N MAIN ST	ORIGINAL TOWN, LIBERTY LTS 39, 50 & 61	FIRST PRESBYTERIAN CHURCH OF~LIBERTY 138 N Main Street Liberty, MO 64068
126	15114000403700	000011 E KANSAS ST	ORIGINAL TOWN, LIBERTY W27' OF E35.75' OF N100' LT131	BARRISTER PROPERTIES, LLC 11 E Kansas Street Liberty, MO 64068
127	15114001402300	000244 W MILL ST	CITY BLOCKS, LIBERTY LTS I & J BLK 27	STAR DEVELOPMENT CORP 244 W Mill Street, Suite 101 Liberty, MO 64068
128	15114000303200	000011 S WATER ST	ORIGINAL TOWN, LIBERTY BEG NW COR LT129 E35 S87.5 E69572.5 E18 S58.25 E86 S193.25 SW19.17 WLY174.04 NW23.66 W 12.75 N185 E12.75 N226.5 POB	CLAY, COUNTY OF One Courthouse Square Liberty, MO 64068
129	15118000500900	000200 E SHRADER ST	CITY BLOCKS, LIBERTY W165' BLK 69 & NEW MADRID ADDITION LT 5	THOMAS, BRIAN V & LISA J 2001 East Shrader Street Liberty, MO 64068
130	15114000602700	000026 S GALLATIN ST	ORIGINAL TOWN, LIBERTY LTS 159, 160, 177 & 178	SCHLOSS, PETER M & CHRISTINE S 312 Lakeside Drive Liberty, MO 64068
131	15114000504800	000010 N MAIN ST	ORIGINAL TOWN, LIBERTY PT LT 112 BEG SE COR LT 112 W104 N12.2 E22 N3 E82 S15.2 TO POB	LOZIER, WALTER CLAY II & BARBARA~LUCEY 10 N Main Street Liberty, MO 64068
132	15118000101200	000153 S GALLATIN ST	CITY BLOCKS, LIBERTY S PT LT J BLK 38 BEG 100'S OF NW COR LT J, E146SW54.2, SE40, SW111, NW100, W7.04, N83.25 TO POB	DEHART, L EUGENE & VERA LUCILLE 7741 N Main Street City, MO 64118
133	15114000202800	000204 E KANSAS ST	BIRDS ADDITION UNRECORDED PT LTS 7, 8 & 9 BEG 23'E OF SW COR LT 9, N105, E85, S5, E25, S100, W110 TO POB	STAR DEVELOPMENT CORP 244 W Mill Street, Suite 101 Liberty, MO 64068
134	15114000503000	000012 W KANSAS ST	ORIGINAL TOWN, LIBERTY PT LT 120 BEG 42'E OF SW COR LT 120, N70, E50.92, S50, W50.92 TO POB	12 WEST KANSAS, LLC Kansas St. Liberty, MO 64068
135	15118000200400	000257 W MILL ST	MARY E DORSEY ADDITION PT LTS 1 & 2 BLK 2 BEG SE COR W MILL ST & DORSEY ST, NE35, E76, S111.5, W101, N88 TO POB	LECKRONE, MABLE M Smiley Rd Liberty, MO 64068
136	15118000100800	000121 S GALLATIN ST	CITY BLOCKS, LIBERTY ALL LTS G & H & PT LT I CB 38 & PT VAC S GALLATIN ST BEG NW COR LT G, E208, S50, W87.7, S11.15, W4.5, S36.3, W126.7, N29.85, W7.3, N25.71, E10.5, N41.84 TO POB	GUARDIAN PRINCIPLE GROUP, LLC 306 W Murray St Liberty, MO 64068
137	15114000303100	000001 N WATER ST	ORIGINAL TOWN, LIBERTY LT 122 EXC W90 OF N2', LT 123 & VAC ROW ORD 9608	BEDINGER, GEORGE M & ANNA K PO Box 199 Liberty, MO 64068
138	15118000101000	000130 S MAIN ST	CITY BLOCKS, LIBERTY PT LT I CB 38 & PT VAC S MAIN ST BEG SE COR LT I, W93.25, N36.3, E4.5, N11.5, E87.7, S47.5 TO POB	CHARLES, BRADFORD DRAKE & MARY JANE 430 E. Franklin Street Liberty, MO 640168
139	15114000202400	000206 E FRANKLIN ST	CURTIS SUBDIVISION UNRECORDED LT 7 EXC N50'	EGGERS UNLIMITED, LLC 8690 SE Rock Island Road Polo, MO 64671
140	15118000500100	000130 S MISSOURI ST	SHRADER'S ADDITION LT 3 & PT LT 2 S OF RR~	LIBERTY SPRINGS, LLC 1113 Aspen Drive Liberty, MO 64068

Exhibit B: Photo Log

The following photograph log presents a review of the property tracts within the proposed Redevelopment Area. The photo log generally shows property condition and infrastructure condition. All photos were taken July 15, 2011.



Physical Deterioration. Deteriorated curbs & gutters. Contributes to ill health, injury to pedestrians, bicycle and automobile traffic.



View typical deteriorated curbs & gutters. Present across much of Redevelopment Area. Contributes to ill health, injury to pedestrians, bicycle and automobile traffic.



Physical Deterioration. Deteriorated alleyway pavement. Contributes to ill health, injury to pedestrians, bicycle and automobile traffic.



Deteriorated alleyway pavement. Contributes to ill health, injury to pedestrians, bicycle and automobile traffic.



Physical Deterioration. Deteriorated surface parking pavement, curb & gutter. Social and economic liability as deterioration can lead to physical injury and private property damage (i.e. vehicular damage, flat tires, etc.)



Physical Deterioration. Deteriorated curb & gutter infrastructure. Social and economic liability as deterioration can lead to physical injury and private property damage (i.e. vehicular damage, flat tires, etc.)



Physical Deterioration. Deteriorated pavement, curb & gutter. Social and economic liability, unattractive public access reduces likelihood of reinvestment.



Physical Deterioration. Deteriorated infrastructure. Social and economic liability, unattractive public access reduces likelihood of reinvestment.



Physical Deterioration. Façade deterioration scattered throughout Redevelopment Area. Health and safety hazard from falling debris, also social liability (unattractive).



Physical deterioration of exterior building envelope. Exterior stucco system failing due to age and water infiltration. Health and safety hazard from falling debris, also social liability (unattractive).



112 E. Franklin. Multi-family apartment building. Dumpster located in front yard is frequently reported as a Nuisance Code Violation due to scattered trash & debris overflowing around dumpster. Potential transmission of disease if trash not properly disposed of.



Physical Deterioration and outmoded design. Peeling paint, broken window, deteriorating façade elements of former hair salon. Also facility not ADA compliant.



Obsolete Land-Use. 14 West Mill Street. This former single-family residence and the property to the east (10 West Mill Street) have repeated Nuisance Code Violations with the City. No improvements and continued lack of maintenance lead to structure deterioration.



Physical Deterioration. 10 West Mill Street. Peeling paint, broken window, deteriorating façade elements.



Obsolescence. Obsolete, unused rail spur. Overgrown weeds and scattered trash & debris. Economic liability due to unused nature of property.



Obsolescence. Obsolete, unused rail spur. Possible trip and fall hazard due to overgrown rail lines.



Deterioration, graffiti. Crime, ill health and potential injury from climbing structure to write graffiti.



Deterioration, graffiti. Crime, ill health and potential injury from climbing structure to write graffiti.



Deterioration, graffiti. Crime, ill health and potential injury from climbing structure to write graffiti.



Deterioration. Vegetation growing from building exhaust chimney.



Obsolescence, deterioration and outmoded design. Single-lane, low clearance bridge on South Missouri Street.



Outmoded Design. Note lack of visibility for on-coming traffic. Also crime-graffiti, and ill health, disease caused by trash and debris.



Obsolete Land Use. 201 West Mississippi. Former bank drive through now utilized as a used car and repair facility. Numerous Nuisance Code Violations for inoperable vehicles and other improper uses.



Obsolete Land Use. 201 West Mississippi. Former bank drive-thru facility utilized for auto sales and repair. Economic and social liability due to facility re-use by a relatively low employment oriented business.



Physical Deterioration. 124 N. Gallatin. Historic home previously divided into apartments, but currently a single-family residence. Property has reported Nuisance Code Violations from lack of exterior maintenance. Social liability because it repeals other private local investment on surrounding properties.



Physical Deterioration. Observable deck structure element removed with no reinforcing. Ill health due to the potential for life and safety issues.

Exhibit C: Certification

I certify that, to the best of my knowledge and belief...

1. The Statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
6. Jim Potter and Chris Sally have made a personal inspections of the property that is the subject of this report on July 15, 2011.
7. This study is not based on a requested result or a specific conclusion.
8. I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.



James Potter, AICP, LEED GA
Development Initiatives

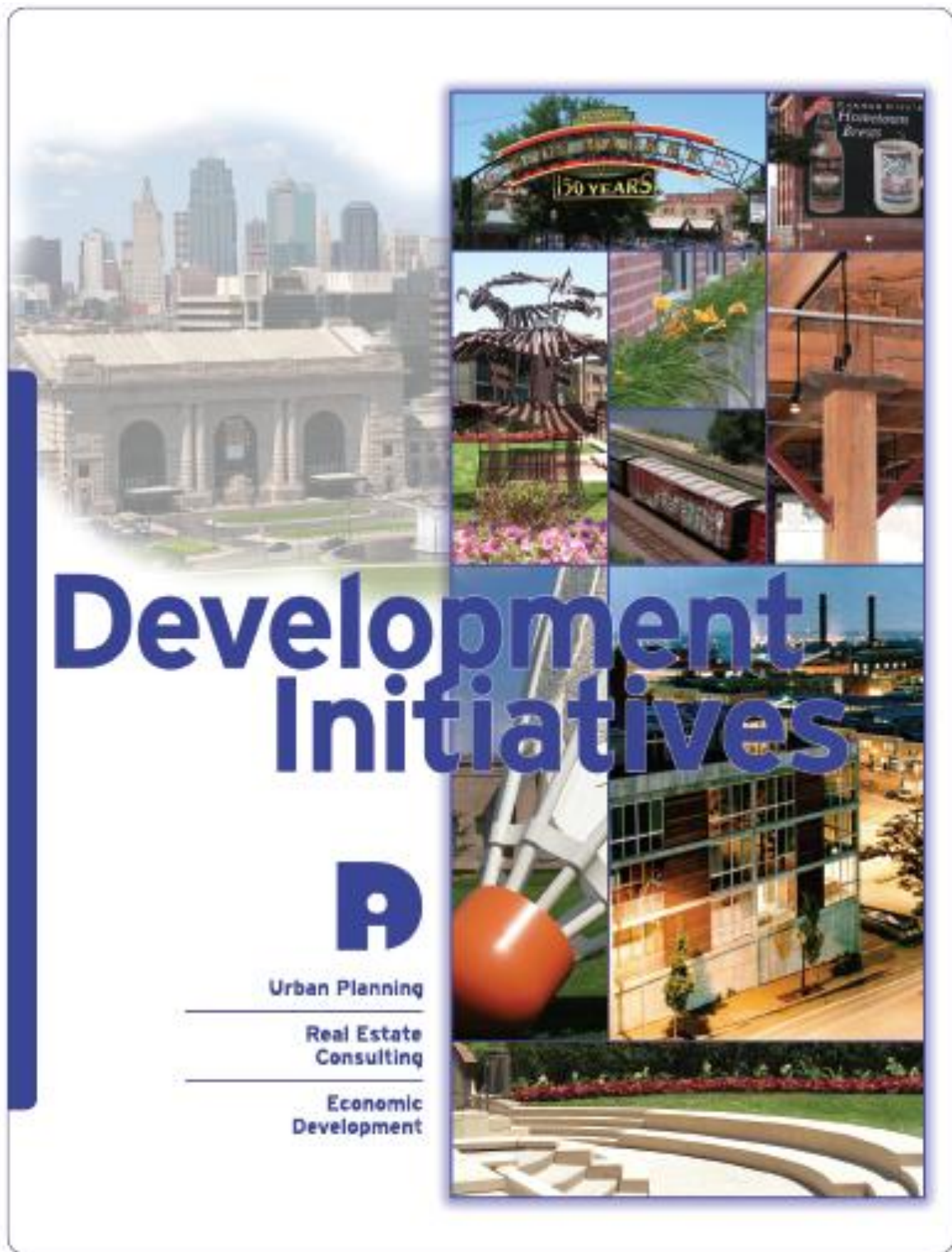


Chris Sally, CCIM
Development Initiatives

Exhibit C: Assumptions and Limiting Conditions

This Blight Study is subject to the following limited conditions and assumptions:

1. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are Development Initiatives' unbiased professional analyses, opinions, and conclusions.
2. Information provided and utilized by various secondary sources is assumed to be accurate. Development Initiatives cannot guarantee information obtained from secondary sources.
3. The nature of real estate development is an unpredictable and often tumultuous. In particular, the natural course of development is difficult to predict and forecast. Development Initiatives deems our projections as reasonable considering the current and obtained information.
4. Development Initiatives has considered and analyzed the existing conditions concerning the subject property within the redevelopment area. We have considered these existing conditions while making our analysis and conclusions. However, it should be understood that conditions are subject to change without warning, and potential changes could substantially effect our recommendations.
5. Our analyses, opinions and conclusions were prepared in conformance with the Code of Professional Ethics and Standards of the American Institute of Certified Planners.





Consultants in Real Estate, Development and Urban Planning

Development Initiatives, Inc. provides development process, community planning, real estate brokerage, and economic development incentive services to both public and private sector clients. Since its inception in 1999, DI has had a cumulative impact on nearly \$4.8 billion in client related development projects.

Development Initiatives is a collaboration of Kansas City based professionals whose experience and education in real estate, community planning and economic development provides a holistic approach to the planning and development processes. DI offers a myriad of services ranging from urban planning for municipalities; to real estate brokerage for developers; to economic incentives for the redevelopment of brown field sites. All told, DI is an all inclusive real estate, development and community planning consulting firm.

The firm's principals are accredited with the American Institute of Certified Planners (AICP) and are active members of the American Planning Association, Certified Commercial Investment Member (CCIM) and the Urban Land Institute (ULI). Additionally, the partners are associate members of the US Green Building Council (USGBC), the Missouri Economic Development Financing Association (MEDFA) and numerous local philanthropic, civic and arts minded organizations.

Services

Economic Development

- City and State Tax Incentive Procurement
- Economic Impact Analysis
- Blight Analysis
- Conservation Analysis
- But - For Analysis
- Economic Incentive Analysis
- Historic Tax Credits
- Tax Abatement
- Tax Increment Financing
- Enterprise Zones

Development Process

- Rezoning
- Development Plan Approval
- Plotting
- Certificate of Legal Nonconformance
- Variances
- Special Use Permits
- Building Permits
- Certificate of Occupancy
- Liquor License

Community Planning

- Area and Corridor Plans
- Downtown Revitalization Strategies
- Land Use and Comprehensive Plans
- Zoning Ordinance
- Subdivision Regulations
- Community Improvement District Formation

Real Estate

- Site Selection
- Cost Estimates and Budgeting
- Financial Feasibility Analysis
- Land Planning and Zoning
- Market Feasibility Studies
- Operating Pro Forma

Other

- Project Management
- Condominium Development
- Systems (GIS) Analysis
- Community Consensus Building

Jim Potter, AICP

816.916.3664 | jpotter@di-wc.com

Jim is the founding partner at Development Initiatives and is responsible for instilling the firm's vision of excellence in the staff. His background has run the spectrum of urban redevelopment to community planning projects. From environmental due diligence activities to managing multi-million dollar bond projects, Jim has experience in a myriad of development functions.

Jim has degrees in Environmental Science and Geography, as well as, a Master of Architecture, all from the University of Kansas. His past employment with the Kansas City Economic Development Corporation has educated Jim in the intricacies of GO to GO different City, State, and Federal Tax Incentives.

Since the establishment of DI in 1999, Jim has coordinated a number of urban renewal and tax increment financing projects for countless communities across the Midwest. Jim uses his experience and relationships with local and state development officials to maximize the effectiveness of the projects he manages and the incentives sought on behalf of our clients. DI gets to take full advantage of Jim's project management skills by having him run the internal workings of the office. He devotes his time in between client projects by keeping the bills paid and the office supplies ordered.

Jim has yet another layer of expertise that he adds to DI's repertoire. Potter has developed such notable condominium projects as 4646 Broadway on the Plaza, City Homes in the River Market, and the 5 Delaware Condominiums.



Chris Sally, CCIM
816.808.9848 | csally@di-nc.com

Chris is the firm's economic analyst and real estate broker. Real estate development requires effective market, financial and fiscal analyses on a broad range of uses and projects. His insight into market driven development helps his client's projects become a reality. In short, Chris loves the art of the deal and brings that passion to the client's table.

As the former Downtown Development Manager for Kansas City, Chris's ground level experience in the development and management of real estate enables him to provide a holistic and creative approach to formulating solutions for client needs. His ability to acquire valuable input from public entities, private business, and developer interests is essential to the overall success of a comprehensive financial plan.

Sally has a Business Administration degree in Real Estate with an emphasis in Finance and Urban Planning from the University of Arizona. Chris has received several awards including the George Birt Award for Excellence in Urban Redevelopment and was named by Ingram's Business Magazine as one of Kansas City's 40 Most Influential People Under the Age of Forty. He is also a graduate of the Centurion Leadership program, a Board member of the River Market Business Association, and a Certified Commercial Investment Member (CCIM).

Chris also brings a development perspective to Development Initiatives. Chris is the developer of the First and Main Condominiums, the Gallo Building Offices, and the 5 Delaware Condominiums.

Brian Pitts
816.588.6112 | bpitts@di-nc.com

Brian is the newest partner to join the Development Initiatives firm and provides a wealth of experience that is only rivaled by that of his fellow partners at DI. Brian was formerly employed as a Senior City Planner with Kansas City, MO and was responsible for private sector development throughout the city.

Brian graduated from Iowa State University with a degree in Community and Regional Planning and an emphasis in Urban Design. He serves as the Vice President of the Kansas City Chapter of the American Planning Association.

Pitts is also the founder and ex-officio director of the Downtown Neighborhood Association, where he received the Urban Hero Award from the Downtown Council for the DNN's role in creating a thriving community in downtown Kansas City. Another of Brian's areas of expertise stems from his ownership of 4 Point Associates, a condominium association management company. His experience in such a unique field has added to an extensive condominium knowledge base and with his addition to the team, DI is now able to offer the full spectrum of services related to condominium development.

Brian further expands the services offered at Development Initiatives by bringing his insight into land use, urban design, and community planning. He is skilled in zoning, platting, development plan approval, variances, and a host of other government induced processes. Brian's planning and development process knowledge rounds out DI's available real estate and economic incentive services.



Partner Profile

Education

B. A., Real Estate,
University of Arizona

Certifications

Certified Commercial
Investment Member
(CCIM)

Missouri Real Estate
Broker

Kansas Real Estate
Broker

Professional Affiliations

Certified Commercial
Investment Member
(CCIM), Member

Missouri Growth
Association (MGA),
Member

Urban Land Institute
(ULI), Member

Honors

Ingram's Magazine '40
under 40'

Graduate of the
Centurions Leadership
Program

Chris Sally, CCIM

Chris has been a partner at Development Initiatives since 2003. Chris is the firm's financial analyst. From development pro forma analysis to fiscal and economic impact analysis for taxing jurisdictions, his quantitative approach to real estate development is unparalleled.

Chris has seen all aspects of real estate development. First as the former Downtown Development Director for the Economic Development Corporation of Kansas City, he worked on over 2 billion dollars in projects to help revitalize downtown Kansas City.

Chris is also a real estate developer, specializing in boutique urban products. With his partners, Chris has developed 15 million dollars of successful new and historically renovated buildings, including 5 Delaware Condominiums, the Gallo Office Building and First and Main Lofts. Design and sustainability are cornerstones for each of his projects. In 2006 *Dwell* magazine featured 5 Delaware on the cover and highlighted his home in the annual 'Modern Across America' issue.

In the role of assisting clients pursuing development projects, he is most proud of the many times he has identified risk and advised clients not to pursue projects. His father, also a real estate developer, always said, "I made more money on projects I passed on than on projects I developed." Chris represents Development Initiatives in its role as a consultant to the Kansas City Missouri School District and has represented the taxing jurisdiction to ensure that the development process is fair and equitable.

Chris lives in downtown Kansas City with his wife Julie and their infant twins, Katharine and Gibson.

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140 Walnut, Suite 203 Kansas City, MO 64105
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csally@di-kc.com



Partner Profile

Education

MASTER OF ARCHITECTURE,
UNIVERSITY OF KANSAS

B.G.S. ENVIRONMENTAL
STUDIES,
UNIVERSITY OF KANSAS

B.S. GEOGRAPHY, UNIVERSITY
OF KANSAS

Certifications

American Institute of Certified
Planners (AICP)
American Planning
Association

USGBC
LEED Green Associate

Kansas Licensed Real Estate
Salesperson

Missouri Licensed Real Estate
Salesperson

Professional Affiliations

MEMBER, AMERICAN PLANNING
ASSOCIATION (APA)

BOARD MEMBER,
KC METRO SECTION, APA

MEMBER, URBAN LAND
INSTITUTE (ULI)

MEMBER, APPRAISAL INSTITUTE

MEMBER, MISSOURI GROWTH
ASSOCIATION

ASSOCIATE MEMBER, CERTIFIED
COMMERCIAL INVESTOR
MEMBER (CCIM)

Member, USGBC

James C. Potter, AICP, LEED GA

Jim is the founding partner at Development Initiatives and is responsible for instilling the firm's vision of excellence in the staff. His background has run the spectrum of urban redevelopment to community planning projects. From environmental due diligence activities to managing multi-million dollar bond projects, Jim has experience in a myriad of development functions.

Jim has degrees in Environmental Science and Geography, as well as a Master of Architecture, all from the University of Kansas. His past employment with the Kansas City Economic Development Corporation has educated Jim in the intricacies of 60 to 80 different City, State, and Federal tax incentives programs.

Since the establishment of Development Initiatives in 1999, Jim has coordinated numerous urban renewal and tax increment financing projects for countless communities across the Midwest. Jim uses his experience and relationships with local and state development officials to maximize the effectiveness of the projects he manages and the incentives sought on behalf of our clients.

Jim has yet another layer of expertise that he adds to DI's repertoire, real estate development. Potter has partnered in such notable residential projects as 4646 Broadway on the Plaza, City Homes in the River Market and the 5 Delaware Condominiums all in Kansas City.

Development Initiatives
140 Walnut, Suite 203 Kansas City, MO 64105
v. 816-916-3664 f. 816-421-2622
jpotter@di-kc.com

Client Listing

Private Sector

180 Degrees Design Studio
Kansas City, Missouri

4646 Broadway, LLC
Kansas City, Missouri

ARO Real Estate Company
Prairie Village, Kansas

Associated Wholesale Grocers
Kansas City, Kansas

Bridge Construction Management
Kansas City, Missouri

Bridgeworks Homes
Kansas City, Missouri

Blue Hills Community Corp.
Kansas City, Missouri

Botwin & Company
Kansas City, Missouri

Cabela's
Sidney, Nebraska

Cameron Group
East Syracuse, New York

Caymus Real Estate, LLC
Kansas City, Missouri

Classical Developments
Kansas City, Missouri

Clockwork Architects
Kansas City, Missouri

Cohen-Esrey Housing Ptnrs
Kansas City, Missouri

Compass Environmental
Chicago, Illinois

Consolidated Development Partners
Kansas City, Missouri

Cougar Capital
Parkville, Missouri

Centro Properties
Chicago, Illinois

CPR Partners
Columbia, South Carolina

Craft Fridkin & Rhyne
Kansas City, Missouri
David Preservation
Topeka, Kansas

DELofts
Kansas City, Missouri

DST Realty
Kansas City, Missouri

DesignWorkShop
Denver, Colorado

Duenke Family Trust
Osage Beach, Missouri

East Lawrence Preservation Ptnrs
Lawrence, Kansas

EBY Group/EBCO
Olathe, Kansas

Ehinger Trust
Kansas City, Missouri

El Dorado Architects
Kansas City, Missouri

FB Westhaven
Kansas City, Missouri

Family Enterprises
Osage Beach, Missouri

First + Main, LLC
Kansas City, Missouri

First Tier Realtors
Columbia, Missouri

Fishman & Company
Olathe, Kansas

Froehlic Pycior Co.
Lee's Summit, Missouri

Gailoyd Enterprises Corp.
Carmel, New York

Gale Communities
Lee's Summit, Missouri

Glaze Commercial Real Estate
Kansas City, Missouri

Greater Missouri Builders
St. Charles, Missouri

Green Development
Lee's Summit, Missouri

Grubb & Ellis/
The Winbury Group
Kansas City, Missouri

GTE Properties
St. Louis, Missouri

Havens Construction
Lee's Summit, Missouri

HOK Design+Build
Kansas City, Missouri

Housing Development Group
Kansas City, Missouri

Husch Blackwell
Kansas City, Missouri

IAAO
Kansas City, Missouri

Iceberg Development
Bettendorf, Iowa

Insight Real Estate
North Richland Hills, Texas

JCS Development
St. Joseph, Missouri

KAW Valley Assisted Development
Kansas City, Kansas

King Hershey
Kansas City, Missouri

Landmark Investment Group
Leawood, KS

Lathrop & Gage
Kansas City, Missouri

Lenge Family Trust
Kansas City, Missouri

Lioness Realty Group
Kansas City, Missouri

Llangollen Properties, LLC
Kansas City, Missouri

MAC Healthcare
Kansas City, Missouri

Manifesto
Kansas City, Missouri

Development Initiatives
140 Walnut, Suite 203 Kansas City, MO 64106
v. 816-916-3664 f. 816-421-2622
www.di-kc.com

Client Listing

Manhattan Condominium Assoc. Kansas City, Missouri	Realty Trust Group Lee's Summit, Missouri	Time Equities New York, New York
Marabella Condominium Assoc. Overland Park, Kansas	RED Development Kansas City, Missouri	Topsail Development Lee's Summit, Missouri
Market View Properties, LLC Kansas City, Missouri	S&G Realty Management St. Joseph, Missouri	Two Doors Down Kansas City, Missouri
Maxus Properties North Kansas City, Missouri	Silverlion Development Kansas City, Missouri	Frye & Company Kansas City, Missouri
McCown Gordon Construction Kansas City, Missouri	Sizewise Kansas City, Missouri	Urban Coeur Development Kansas City, Missouri
MCZ Corporation Chicago, Illinois	Slaggie Architects Kansas City, Missouri	Walton Construction Company Kansas City, Missouri
Midland Atlantic Properties Indianapolis, Indiana	Soda Lofts Kansas City, Missouri	Ward Development Grain Valley, Missouri
Mitchell Development Services Osage Beach, Missouri	Spectrum Real Estate Kansas City, Missouri	Wells Fargo Home Mortgage Kansas City, Missouri
MJS Investments Lenexa, Kansas	Spencer Fane Brit & Browne Kansas City, Missouri	West Plaza Properties Kansas City, Missouri
Net Giver Kansas City, Missouri	Steiner+Associates Columbus, Ohio	Westfield Corporation St. Louis, Missouri
NHS of Richland County, Wisconsin	Stinson Morrison & Hecker Kansas City, Missouri	White Goss Bowers March Schulte & Weisenfels Kansas City, Missouri
Northland Neighborhoods Kansas City, Missouri	Stonerose Development Lee's Summit, Missouri	Zimmer Management Company Kansas City, Missouri
Pemberton KCK Kansas City, Kansas	Sunlight Saunas Lenexa, Kansas	Zona Rosa Development Kansas City, Missouri
Pershing Station Partners Kansas City, Missouri	Sunset Ridge Basehor, Kansas	
Polsinelli Shughart Kansas City, Missouri	Taurus of Texas North Richland Hills, Texas	
Prewitt Enterprises Lake Ozark, Missouri	The Cordish Company Baltimore, Maryland	Armourdale Renewal Association Kansas City, Kansas
Price Brothers Development Kansas City, Missouri	The Neighborhood Group Kansas City, Missouri	Bagnell Dam Strip Association Lake Ozark, Missouri
Pycior + Company Lee's Summit, Missouri	The Nicholson Group Kansas City, Missouri	Blue Hills Community Corp Kansas City, Missouri
Quadra Development Harrisonville, Missouri	The Weitz Company Des Moines, Iowa	Bridges of Hope Kansas City, Kansas
Raul Walters Companies Columbia, Missouri	Threshold Development Kansas City, Missouri	City of Burlingame, Kansas
		City of Clayton, Missouri

Public Sector & Non-Profit

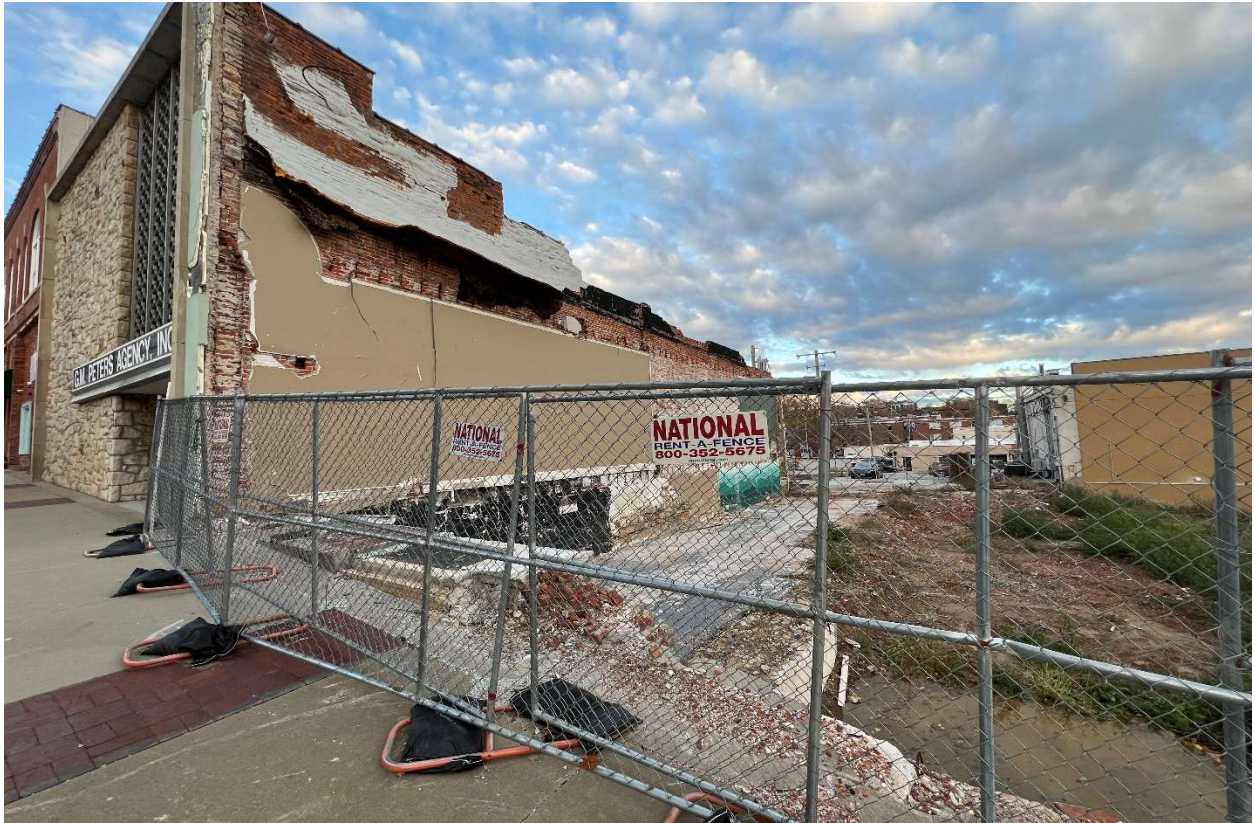
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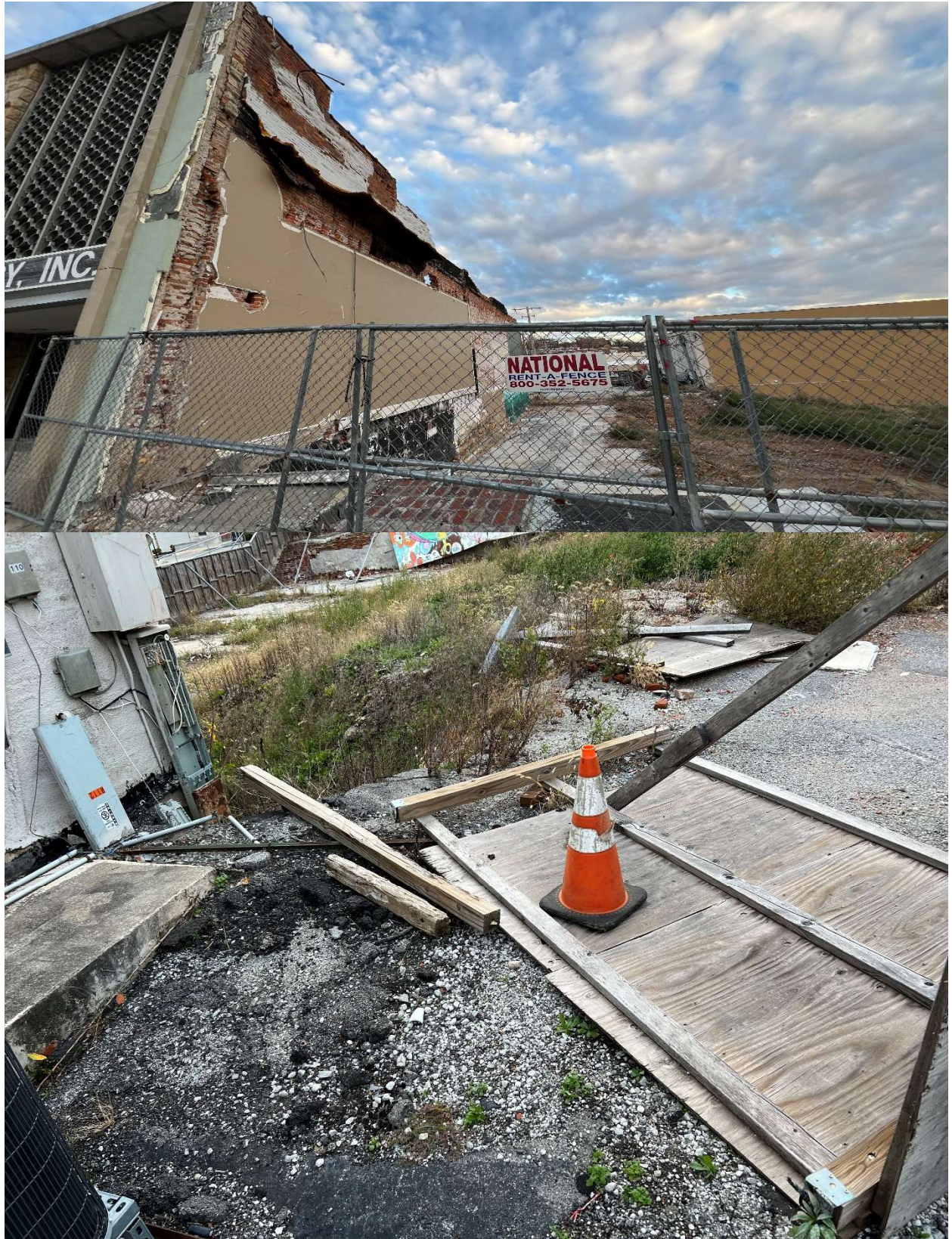
Client Listing

City of Grandview, Missouri	River Market Community Development Foundation Kansas City, Missouri
City of Herington, Kansas	
City of Horton, Kansas	Scarritt Renaissance Neighborhood Association Kansas City, Missouri
City of Kansas City, Missouri	
City of Lee's Summit, Missouri	Swope Community Builders Kansas City, Missouri
City of Lenexa, Kansas	
City of Liberty, Missouri	Western Baptist Bible College Kansas City, Missouri
City of Peabody, Kansas	The Whole Person Kansas City, Missouri
City of Sugar Creek, Missouri	
Downtown Council Kansas City, Missouri	
EDC of Kansas City, Missouri Kansas City, Missouri	
EDC of Lee's Summit, Missouri	
Graduate Program of Urban Planning University of Kansas	
Kansas City Missouri School District Kansas City, Missouri	
Kansas City Reparatory Theater Kansas City, Missouri	
Land Clearance for Redevelopment Authority (LCRA) Kansas City, Missouri	
Neighborhood Reinvestment Corp Kansas City, Missouri	
Neighborhoods, Inc. Lincoln, Nebraska	
NHS of Richland County, Wisconsin	
Northland Neighborhoods, Inc Kansas City, Missouri	
Parking Authority of Kansas City Kansas City, Missouri	
Planned Industrial Expansion Authority (PIEA) Kansas City, Missouri	
River Market Area Fund Kansas City, Missouri	

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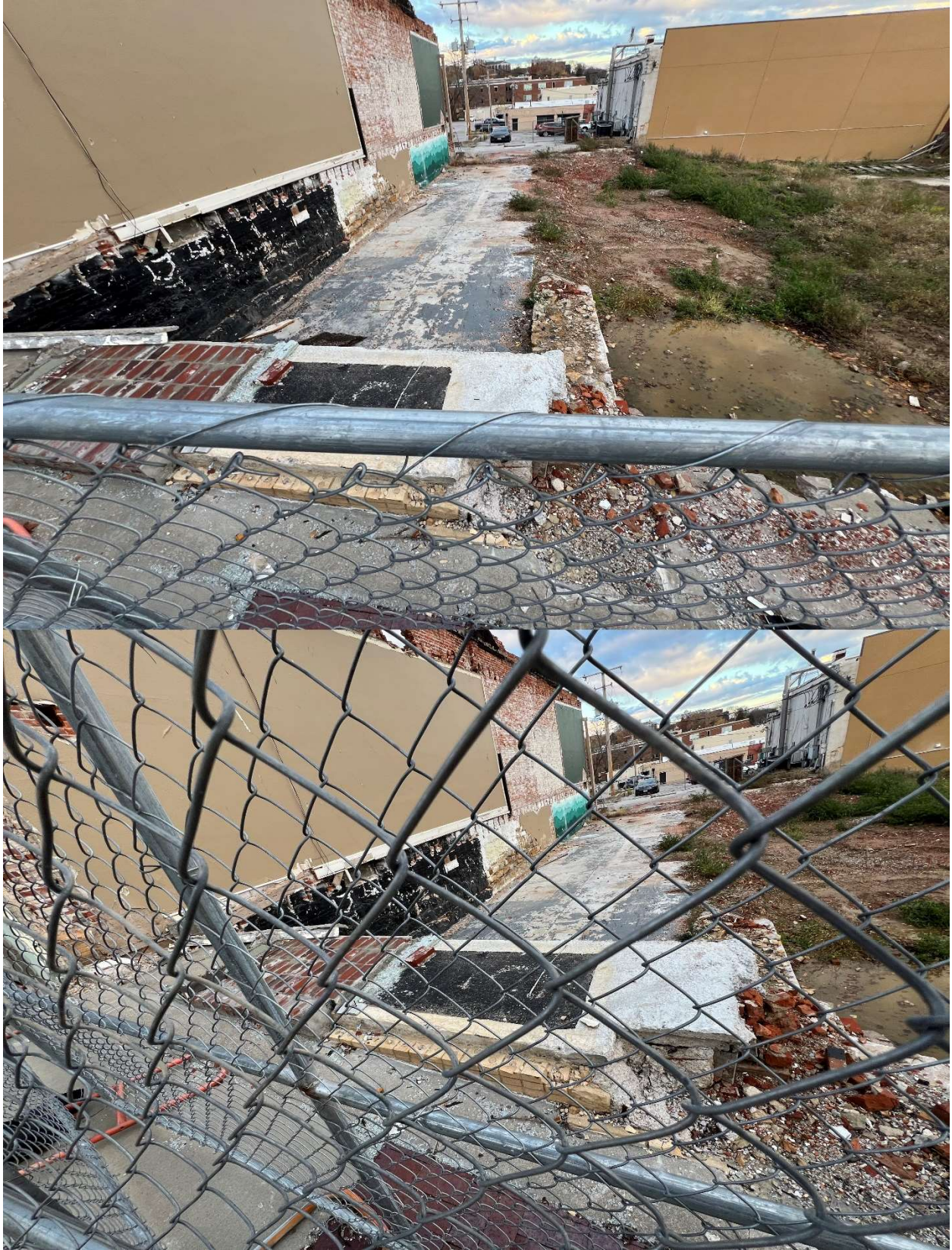
CURRENT CONDITION OF DISTRICT







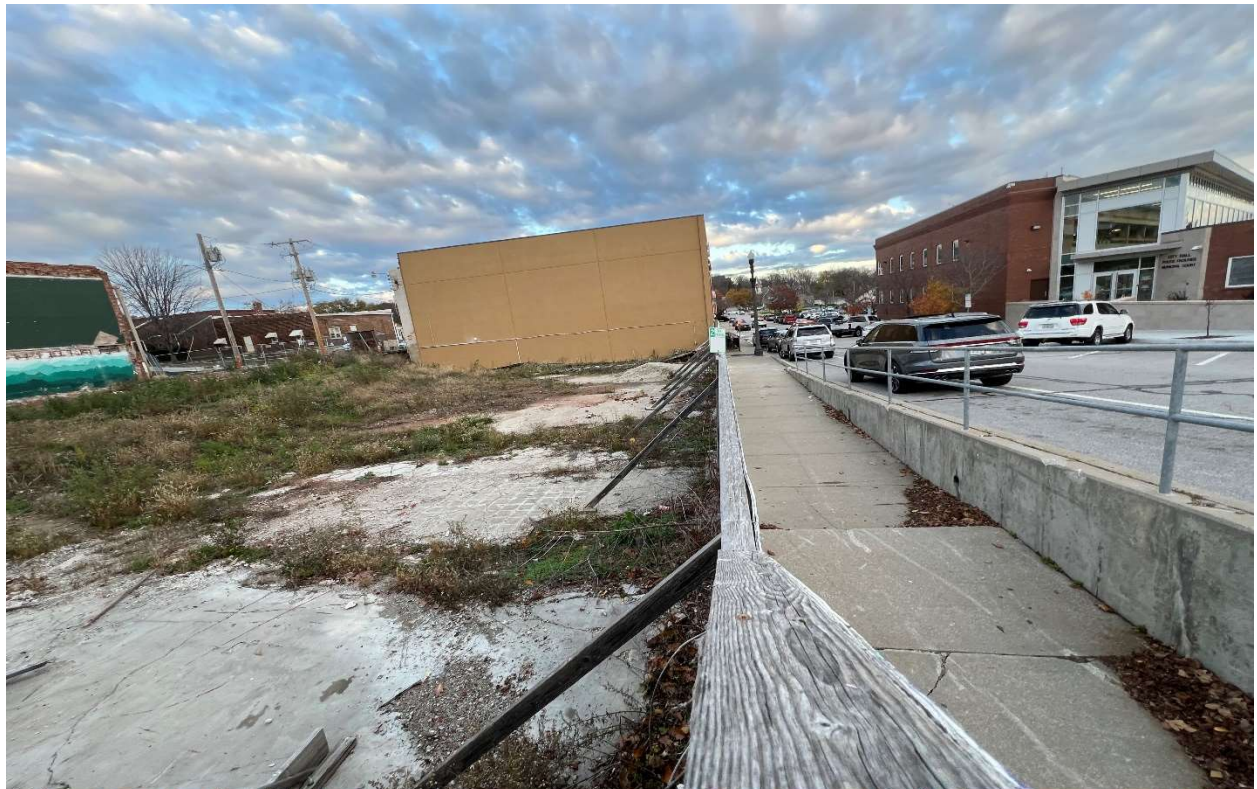




















Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PETITION FOR THE
ESTABLISHMENT OF THE WATER STREET COMMUNITY
IMPROVEMENT DISTRICT, ESTABLISHING THE
DISTRICT, MAKING FINDINGS AND AUTHORIZING
ACTIONS RELATED TO ESTABLISHMENT OF THE
DISTRICT

WHEREAS, Sections 67.1401 to 67.1571 RSMo, as amended (the “CID Act”), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district;

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

WHEREAS, property owners within the proposed community improvement district have filed with the Liberty Deputy City Clerk (the “Deputy City Clerk”) a petition for the establishment of a community improvement district pursuant to the CID Act, entitled “Petition for the Establishment of the Water Street Community Improvement District” (the “Petition”);

WHEREAS, the Deputy City Clerk verified that the Petition substantially complies with the CID Act, submitted the Petition to City Council and set a public hearing with all proper notice being given in accordance with the CID Act and other applicable law;

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk;

WHEREAS, all the real property included in the Water Street Community Improvement District (the “District”) is entirely located within the City limits;

WHEREAS, on January 13, 2025, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the Petition being fully heard before the City Council, the City Council now desires to approve the Petition, establish the District and take other actions related to establishment of the District.

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

ORDINANCE NO. _____(CONT.)

SECTION I

All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

SECTION II

The City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

SECTION III

The Petition, a copy of which is on file with the City Clerk, is hereby approved and the District is hereby established within the City as a separate political subdivision of the State of Missouri. The District includes the contiguous tracts of real estate as described in the Petition and shown on the map set forth in the Petition.

SECTION IV

As set forth in the Petition, the District shall be governed by a board of directors consisting of 5 members, with the initial members set out in the Petition, whose successors shall be appointed as provided in the Petition.

SECTION V

The District's Board of Directors shall have authority to establish a sales tax within the District as set forth in the Petition and in conformance with the CID Act.

SECTION VI

The District shall have and possess the powers authorized under the CID Act to the extent not limited in the Petition.

SECTION VII

The maximum length of time for the existence of the District is 27 years after the date of this Ordinance, unless extended in accordance with the CID Act.

SECTION VIII

The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in subsection 6 of Section 67.1421 of the CID Act, substantially in the form provided by the Department.

SECTION IX

ORDINANCE NO. _____(CONT.)

Approval of the Petition and the District by this Ordinance is conditioned upon the District entering into a cooperative agreement with the City, upon terms and conditions mutually acceptable to the City and District, which provides for implementation of the District, the process for reimbursement of eligible District costs and expenses and other matters as mutually determined by the City and District. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until the cooperative agreement is approved and executed by the City and the District. Failure of the District to enter into such agreement within 1 year following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council.

SECTION X

The City Council hereby finds that the property within the District is a “blighted area” as defined by the CID Act. The City Council’s determination that the property in the District is a blighted area is based on the blight study and “current condition of district” photos attached as Exhibit D to the Petition, which describe and depict the blighting factors within the District. The District may exercise the additional powers granted by the CID Act within the District to remediate the blighting conditions.

SECTION XI

City staff, the City’s special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION XII

It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

ORDINANCE NO. _____(CONT.)

SECTION XIII

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

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

[SEAL]

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: January 13, 2025

A/R No.: 2025-8

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: Ordinance Approving A Plan For An Industrial Development Project For The Water Street Lofts Project; Authorizing The City Of Liberty, Missouri To Issue A Series Of Taxable Industrial Development Revenue Bonds In A Principal Amount Not To Exceed \$7,580,000; And Authorizing And Approving Certain Documents And Actions In Connection Therewith

Summary:

Estimate of the Costs of the Project. The Project is expected to cost approximately \$7,580,000. The investments are anticipated to be made as shown in the attached Cost-Benefit Analysis, although the actual years of investment may vary based on Project implementation.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed \$7,580,000, to be issued by the City and purchased by the Company and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project. The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

The Company will make payments in lieu of taxes ("PILOTS") for the Project as follows: (1) from issuance of the Bonds until 2040, a fixed amount in each year equal to \$8,629 (the 2023 tax amount applicable to the Project site), and (2) from 2041 through 2050, an amount equal to 50% of the taxes that would be due on the Project in each year were it not for ownership of the Project by the City. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax

Background:

The project is seeking a 25 year tax abatement. The first fifteen years will be a 100% abatement with a PILOT payment totaling \$8,629 (the 2023 tax applicable to the project site) that will end in 2040. Starting in 2041 through 2050, an amount equal to 50% of the taxes that would be due on the Project in each year were it not for ownership of the Project by the City.

Previous Action (if applicable):

Policy/Committee Review:

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

Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

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

Attachments:

1. Plan v2 - FINAL - AS DELIVERED (1)
2. Supporting Documents - Chapter 100 Ordinance (1)
3. Ordinance Approving a Plan for an Industrial Development Project for the Water Street Lofts Project

NOTICE TO TAXING JURISDICTIONS ON ATTACHED LIST

Re: Notice of Public Hearing – Industrial Development Project

On behalf of the City of Liberty, Missouri (the “City”), please find enclosed a copy of a proposed plan for an industrial development project (the “Plan”), which also contains a cost benefit analysis on the affected taxing jurisdictions.

The City anticipates considering an ordinance to approve the Plan following a public hearing on the Plan at a meeting on January 13, 2025 at 7:00 P.M. at City Hall located at 101 East Kansas, Liberty, Missouri.

The City invites all affected taxing districts to attend the meeting and to make oral comments on the proposed Plan to the City or to provide written comments to the City on the Plan prior to the meeting. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and cost benefit analysis for the proposed project is enclosed and also will be on file in the office of the Deputy City Clerk and will be available for public inspection during normal business hours.

Any questions should be directed to Brandon Smith, Economic & Business Development Manager for the City at bsmith@libertymo.gov.

Dated: December 10, 2024

CITY OF LIBERTY, MISSOURI
101 E. Kansas
Liberty, Missouri 64068

MAILING LIST

Mayor City Hall 101 East Kansas Liberty MO 64068	Director Clay County Health Center 800 Haines Drive Liberty MO 64068
Deputy City Clerk City Hall 101 East Kansas Liberty, MO 64068	Superintendent Liberty Public Schools 8 Victory Lane Liberty MO 64068
Administrator New Liberty Hospital District 2525 Glen Hendren Liberty MO 64068	Director Mid-Continent Public Library 15616 East Highway 24 Independence MO 64050
Executive Director Clay County Senior Services Levy 4444 North Bellview - #108 Gladstone MO 64116	Chair Clay, Platte, Ray Mental Health Board of Trustees 3100 NE 83 rd Street – Suite 2700 Kansas City, MO 64119
Presiding Commissioner 1 Courthouse Square Liberty MO 64068	Director Development Disabilities Resource Board 920 Kent Street, Suite B Liberty MO 64068
County Administrator 1 Courthouse Square Liberty MO 64068	County Collector Clay County Courthouse 1 Courthouse Square Liberty, MO 64068
Clay County Assessor Clay County Courthouse 1 Courthouse Square Liberty, MO 64068	Missouri Department of Revenue County Tax Section State Blind Pension Fund Harry S. Truman State Office Building 301 West High Street Jefferson City MO 65101
Missouri Department of Revenue Tax Administration Bureau Harry S Truman State Office Building 301 West High Street Jefferson City MO 65101	The Kansas City Zoological District Chair of the Board of Directors 6800 Zoo Drive Kansas City, MO 64132
Chancellor The Junior College District of Metropolitan Kansas City, Missouri 3200 Broadway Blvd. Kansas City, MO 64111	

CITY OF LIBERTY, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS**

**FOR THE

WATER STREET LOFTS PROJECT**

December 10, 2024

I. PURPOSE OF THIS PLAN

The City Council of the City of Liberty, Missouri (the “City”) will consider an ordinance approving this Plan (defined below) and authorizing the issuance by the City of its taxable industrial development revenue bonds in the aggregate principal amount of not to exceed \$7,580,000 (the “Bonds”), to finance costs of a mixed-use multifamily and commercial project (the “Project”) for Downtown Liberty Investments LLC, or its assignee or designee (the “Company”) as more fully described herein. The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the “Act”).

This Plan for an Industrial Development Project and Cost-Benefit Analysis (the “Plan”) has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities. The leasing of residential property for a profit is a commercial undertaking.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of a series of the bonds, the landowner will convey to the municipality title to the property included in the project. At the same time, the municipality will lease the property, including the project, back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the project, as applicable.

Under the lease agreement, the benefitted company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all un-abated taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project as permitted under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company. Under this Plan, the Company will agree to make “payments in lieu of taxes” in an amount calculated to equal a portion of the taxes that would be due on the Project were it not for ownership by the City. The payments in lieu of taxes are payable in December of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the Project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

The Company. Downtown Liberty Investments LLC (“Downtown Liberty Investments”) is a Missouri limited liability company located in Liberty, Missouri. Downtown Liberty Investments was formed in 2015 for the purpose of real estate acquisition, development, and management.

City of Liberty, Missouri. The City is a special charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project to be financed by the Bonds consists of the demolition of existing structures and the construction and reconstruction on the site of replacement structures consisting of a mixed-use multifamily and commercial project with approximately 16 multifamily units, and approximately 10,060 square feet of commercial space for retail and restaurant uses, together with site work and parking infrastructure.

The Project will be situated on approximately 0.42 acres located to the northeast of the intersection of N. Water Street and E. Kansas Street in the City. A map of the approximate site location for the Project is shown below:

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Estimate of the Costs of the Project. The Project is expected to cost approximately \$7,580,000. The investments are anticipated to be made as shown in the attached Cost-Benefit Analysis, although the actual years of investment may vary based on Project implementation.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed \$7,580,000, to be issued by the City and purchased by the Company and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project. The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will hold title to the Project site under the Chapter 100 transactions. The City will lease the Project to the Company for basic rent payments equal to the principal and interest payments on the Bonds. Under the terms of the lease agreement with the City, the Company will have the option to purchase the Project at any time and will have the obligation to purchase the Project at the termination of the lease.

Affected Taxing Districts. The Liberty School District, Clay County, Missouri, Metropolitan Community College (the Junior College District of Metropolitan Kansas City, Missouri) and the City will be affected by the Project. No ambulance district board operating under chapter 190 or fire protection district board operating under chapter 321 is affected by the Project. Other taxing jurisdictions affected by the Project are set out in the Cost-Benefit Analysis attached hereto.

Assessed Valuation. The most recent equalized assessed valuation of the Project site is \$87,910. The estimated total equalized assessed valuation of the Project site after completion of the Project is \$1,099,840.

Payments in Lieu of Taxes. The Company will make payments in lieu of taxes (“PILOTS”) for the Project as follows: (1) from issuance of the Bonds until 2040, a fixed amount in each year equal to \$8,629 (the 2023 tax amount applicable to the Project site), and (2) from 2041 through 2050, an amount equal to 50% of the taxes that would be due on the Project in each year were it not for ownership of the Project by the City.

The PILOT payments are estimated in the Cost-Benefit Analysis attached hereto. The actual Project implementation and abatement timing may vary from what is shown in the Cost-Benefit Analysis. PILOT payments will be distributed to the taxing jurisdictions by or at the direction of the City.

Cost-Benefit Analysis. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the Project. This Plan does not attempt to quantify the overall economic impact of the Project. The tax rates used in this Plan reflect the rates in effect for the tax year 2024. The actual years and PILOT amounts may vary based on Project implementation.

V. SALES AND USE TAX EXEMPTION

Sales and Use Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that the total amount of qualified building materials purchased will be \$2,721,088. Certain assumptions have been made regarding the situs of sale for such purchases. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

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

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	Sales Tax Rate	Use Tax Rate	Estimated Sales and Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	4.225%	\$114,966
City of Liberty			
General revenue	1.000	1.000	27,211
Transportation	0.500	0.500	13,605
Capital Improvement	0.500	0.500	13,605
Parks	0.250	0.250	6,803
Fire protection	0.250	0.250	6,803
Economic development	0.375	0.375	10,204
Public safety	0.500	0.500	13,605
Clay County			
General revenue	0.750	0.750	20,408
Public Safety	0.125	0.125	3,401
Children's Service	0.250	0.250	6,803
Zoological District	0.125	n/a	n/a
Total	8.850%	8.725%	\$237,415

* * *

**City of Liberty, Missouri
(Water Street Lofts Project)**

**COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT**



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

Project Assumptions

♦ Initial year taxes assessed			2024
♦ Assessed value of land without project (2024)		\$	87,910
♦ Biennial growth rate of appraised value of real property			3.0%
♦ Assessed value as a percentage of appraised value (real)			32.0%
♦ Assessed value of residential property (2027)		\$	456,000
♦ Assessed value of commercial property (2027)		\$	643,840
♦ PILOT Payments:			
	Years 2024 to 2040	\$	8,629
	Years 2041 to 2050		50%

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

Taxing Jurisdiction	Tax Rate	Taxes on Existing Site without Project Improvements	Projected Taxes without Abatement	Projected PILOTS	Projected Abatement
Clay County	0.0200	\$ 583	\$ 6,446	\$ 1,783	\$ 4,664
Clay County Road and Bridge	0.0658	1,919	21,208	5,865	15,343
Clay County Senior Services	0.0403	1,175	12,989	3,592	9,397
Clay County Health Center	0.0809	2,359	26,075	7,210	18,864
Liberty Hospital District	0.0000	-	-	-	-
Liberty School District	5.9277	172,864	1,910,559	528,320	1,382,239
Mid Continent Public Library	0.3152	9,192	101,592	28,093	73,499
Tri-County Mental Health	0.0809	2,359	26,075	7,210	18,864
City of Liberty, Missouri	0.8526	24,864	274,802	75,990	198,812
Developmental Disability Board	0.0970	2,829	31,264	8,645	22,619
Metropolitan Community College	0.1806	5,267	58,209	16,096	42,113
State of Missouri	0.0300	875	9,669	2,674	6,995
Surtax	1.4400	41,993	272,821	74,080	198,741
	9.1310	\$ 266,279	\$ 2,751,710	\$ 759,558	\$ 1,992,152

Taxes on Existing Site without Project Improvements

Estimated Assessed Value of Real Property	\$	87,910	\$	90,547	\$	90,547	\$	93,264	\$	93,264	\$	96,062	\$	96,062	\$	98,943	\$	98,943	\$	101,912	\$	101,912	\$	104,969	\$	104,969	\$	108,118
	Tax Rate per																											
Taxing Jurisdiction	\$100	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037													
Clay County	0.0200	\$ 18	\$ 18	\$ 18	\$ 19	\$ 19	\$ 19	\$ 19	\$ 20	\$ 20	\$ 20	\$ 20	\$ 21	\$ 21	\$ 22													
Clay County Road and Bridge	0.0658	58	60	60	61	61	63	63	65	65	67	67	69	69	71													
Clay County Senior Services	0.0403	35	36	36	38	38	39	39	40	40	41	41	42	42	44													
Clay County Health Center	0.0809	71	73	73	75	75	78	78	80	80	82	82	85	85	87													
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-													
Liberty School District	5.9277	5,211	5,367	5,367	5,528	5,528	5,694	5,694	5,865	5,865	6,041	6,041	6,222	6,222	6,409													
Mid Continent Public Library	0.3152	277	285	285	294	294	303	303	312	312	321	321	331	331	341													
Tri-County Mental Health	0.0809	71	73	73	75	75	78	78	80	80	82	82	85	85	87													
City of Liberty, Missouri	0.8526	750	772	772	795	795	819	819	844	844	869	869	895	895	922													
Developmental Disability Board	0.0970	85	88	88	90	90	93	93	96	96	99	99	102	102	105													
Metropolitan Community College	0.1806	159	164	164	168	168	173	173	179	179	184	184	190	190	195													
State of Missouri	0.0300	26	27	27	28	28	29	29	30	30	31	31	31	31	32													
Surtax	1.4400	1,266	1,304	1,304	1,343	1,343	1,383	1,383	1,425	1,425	1,468	1,468	1,512	1,512	1,557													
	9.1310	\$ 8,027	\$ 8,268	\$ 8,268	\$ 8,516	\$ 8,516	\$ 8,771	\$ 8,771	\$ 9,035	\$ 9,035	\$ 9,306	\$ 9,306	\$ 9,585	\$ 9,585	\$ 9,872													

Estimated Assessed Value of Real Property	\$	108,118	\$	111,362	\$	111,362	\$	114,703	\$	114,703	\$	118,144	\$	118,144	\$	121,688	\$	121,688	\$	125,339	\$	125,339	\$	129,099	\$	129,099			
Tax Rate per																													
Taxing Jurisdiction	\$100	2038		2039		2040		2041		2042		2043		2044		2045		2046		2047		2048		2049		2050		Total	
Clay County	0.0200	\$	22	\$	22	\$	22	\$	23	\$	23	\$	24	\$	24	\$	24	\$	24	\$	25	\$	25	\$	26	\$	26	\$	583
Clay County Road and Bridge	0.0658		71		73		73		75		75		78		78		80		80		82		82		85		85		1,919
Clay County Senior Services	0.0403		44		45		45		46		46		48		48		49		49		51		51		52		52		1,175
Clay County Health Center	0.0809		87		90		90		93		93		96		96		98		98		101		101		104		104		2,359
Liberty Hospital District	-		-		-		-		-		-		-		-		-		-		-		-		-		-		-
Liberty School District	5.9277		6,409		6,601		6,601		6,799		6,799		7,003		7,003		7,213		7,213		7,430		7,430		7,653		7,653		172,864
Mid Continent Public Library	0.3152		341		351		351		362		362		372		372		384		384		395		395		407		407		9,192
Tri-County Mental Health	0.0809		87		90		90		93		93		96		96		98		98		101		101		104		104		2,359
City of Liberty, Missouri	0.8526		922		949		949		978		978		1,007		1,007		1,038		1,038		1,069		1,069		1,101		1,101		24,864
Developmental Disability Board	0.0970		105		108		108		111		111		115		115		118		118		122		122		125		125		2,829
Metropolitan Community College	0.1806		195		201		201		207		207		213		213		220		220		226		226		233		233		5,267
State of Missouri	0.0300		32		33		33		34		34		35		35		37		37		38		38		39		39		875
Surtax	1.4400		1,557		1,604		1,604		1,652		1,652		1,701		1,701		1,752		1,752		1,805		1,805		1,859		1,859		41,993
	9.1310	\$	9,872	\$	10,168	\$	10,168	\$	10,473	\$	10,473	\$	10,788	\$	10,788	\$	11,111	\$	11,111	\$	11,445	\$	11,445	\$	11,788	\$	11,788	\$	266,279

Projected Taxes without Abatement

Estimated Assessed Value of Real Property (Residential)			\$ 342,000	\$ 456,000	\$ 456,000	\$ 469,680	\$ 469,680	\$ 483,770	\$ 483,770	\$ 498,284	\$498,284	\$ 513,232	\$ 513,232	\$ 528,629	
Estimated Assessed Value of Real Property (Commercial)			\$ 87,910	\$ 100,320	\$ 482,880	\$ 643,840	\$ 643,840	\$ 663,155	\$ 663,155	\$ 683,050	\$ 683,050	\$ 703,541	\$ 724,648	\$ 724,648	\$ 746,387
Taxing Jurisdiction	Tax Rate per \$100	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Clay County	0.0200	\$ 18	\$ 20	\$ 165	\$ 220	\$ 220	\$ 227	\$ 227	\$ 233	\$ 233	\$ 240	\$ 240	\$ 248	\$ 248	\$ 255
Clay County Road and Bridge	0.0658	58	66	543	724	724	745	745	768	768	791	791	815	815	839
Clay County Senior Services	0.0403	35	40	332	443	443	457	457	470	470	484	484	499	499	514
Clay County Health Center	0.0809	71	81	667	890	890	916	916	944	944	972	972	1,001	1,001	1,031
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	5,211	5,947	48,896	65,195	65,195	67,151	67,151	69,166	69,166	71,241	71,241	73,378	73,378	75,579
Mid Continent Public Library	0.3152	277	316	2,600	3,467	3,467	3,571	3,571	3,678	3,678	3,788	3,788	3,902	3,902	4,019
Tri-County Mental Health	0.0809	71	81	667	890	890	916	916	944	944	972	972	1,001	1,001	1,031
City of Liberty, Missouri	0.8526	750	855	7,033	9,377	9,377	9,659	9,659	9,948	9,948	10,247	10,247	10,554	10,554	10,871
Developmental Disability Board	0.0970	85	97	800	1,067	1,067	1,099	1,099	1,132	1,132	1,166	1,166	1,201	1,201	1,237
Metropolitan Community College	0.1806	159	181	1,490	1,986	1,986	2,046	2,046	2,107	2,107	2,171	2,171	2,236	2,236	2,303
State of Missouri	0.0300	26	30	247	330	330	340	340	350	350	361	361	371	371	383
Surtax	1.4400	1,266	1,445	6,953	9,271	9,271	9,549	9,549	9,836	9,836	10,131	10,131	10,435	10,435	10,748
	9.1310	\$ 8,027	\$ 9,160	\$ 70,395	\$ 93,860	\$ 93,860	\$ 96,676	\$ 96,676	\$ 99,576	\$ 99,576	\$ 102,563	\$102,563	\$ 105,640	\$ 105,640	\$ 108,809

Estimated Assessed Value of Real Property (Residential)	\$ 528,629	\$ 544,488	\$ 544,488	\$ 560,822	\$ 560,822	\$ 577,647	\$ 577,647	\$ 594,977	\$ 594,977	\$ 612,826	\$612,826	\$ 631,211	\$ 631,211		
Estimated Assessed Value of Real Property (Commercial)	\$ 746,387	\$ 768,779	\$ 768,779	\$ 791,842	\$ 791,842	\$ 815,597	\$ 815,597	\$ 840,065	\$ 840,065	\$ 865,267	\$865,267	\$ 891,225	\$ 891,225		
Taxing Jurisdiction	Tax Rate per \$100	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	Total
Clay County	0.0200	\$ 255	\$ 263	\$ 263	\$ 271	\$ 271	\$ 279	\$ 279	\$ 287	\$ 287	\$ 296	\$ 296	\$ 304	\$ 304	\$ 6,446
Clay County Road and Bridge	0.0658	839	864	864	890	890	917	917	944	944	973	973	1,002	1,002	21,208
Clay County Senior Services	0.0403	514	529	529	545	545	561	561	578	578	596	596	614	614	12,989
Clay County Health Center	0.0809	1,031	1,062	1,062	1,094	1,094	1,127	1,127	1,161	1,161	1,196	1,196	1,232	1,232	26,075
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	75,579	77,847	77,847	80,182	80,182	82,587	82,587	85,065	85,065	87,617	87,617	90,245	90,245	1,910,559
Mid Continent Public Library	0.3152	4,019	4,139	4,139	4,264	4,264	4,392	4,392	4,523	4,523	4,659	4,659	4,799	4,799	101,592
Tri-County Mental Health	0.0809	1,031	1,062	1,062	1,094	1,094	1,127	1,127	1,161	1,161	1,196	1,196	1,232	1,232	26,075
City of Liberty, Missouri	0.8526	10,871	11,197	11,197	11,533	11,533	11,879	11,879	12,235	12,235	12,602	12,602	12,980	12,980	274,802
Developmental Disability Board	0.0970	1,237	1,274	1,274	1,312	1,312	1,351	1,351	1,392	1,392	1,434	1,434	1,477	1,477	31,264
Metropolitan Community College	0.1806	2,303	2,372	2,372	2,443	2,443	2,516	2,516	2,592	2,592	2,669	2,669	2,750	2,750	58,209
State of Missouri	0.0300	383	394	394	406	406	418	418	431	431	443	443	457	457	9,669
Surtax	1.4400	10,748	11,070	11,070	11,403	11,403	11,745	11,745	12,097	12,097	12,460	12,460	12,834	12,834	272,821
	9.1310	\$ 108,809	\$ 112,074	\$ 112,074	\$ 115,436	\$ 115,436	\$ 118,899	\$ 118,899	\$ 122,466	\$ 122,466	\$ 126,140	\$126,140	\$ 129,924	\$ 129,924	\$2,751,710

Projected PILOTS

PILOT Payment		\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629
Taxing Jurisdiction	Tax Rate per \$100	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
Clay County	0.0200	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20
Clay County Road and Bridge	0.0658	67	67	67	67	67	67	67	67	67	67	67	67	67	67	67
Clay County Senior Services	0.0403	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41
Clay County Health Center	0.0809	82	82	82	82	82	82	82	82	82	82	82	82	82	82	82
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037
Mid Continent Public Library	0.3152	321	321	321	321	321	321	321	321	321	321	321	321	321	321	321
Tri-County Mental Health	0.0809	82	82	82	82	82	82	82	82	82	82	82	82	82	82	82
City of Liberty, Missouri	0.8526	868	868	868	868	868	868	868	868	868	868	868	868	868	868	868
Developmental Disability Board	0.0970	99	99	99	99	99	99	99	99	99	99	99	99	99	99	99
Metropolitan Community College	0.1806	184	184	184	184	184	184	184	184	184	184	184	184	184	184	184
State of Missouri	0.0300	31	31	31	31	31	31	31	31	31	31	31	31	31	31	31
Surtax	1.4400	797	797	797	797	797	797	797	797	797	797	797	797	797	797	797
	9.1310	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629

Estimated Assessed Value of Real Property (Residential)					\$ 560,822	\$ 560,822	\$ 577,647	\$ 577,647	\$ 594,977	\$ 594,977	\$ 612,826	\$ 612,826	\$ 631,211	\$ 631,211		
Estimated Assessed Value of Real Property (Commercial)					\$ 791,842	\$ 791,842	\$ 815,597	\$ 815,597	\$ 840,065	\$ 840,065	\$ 865,267	\$ 865,267	\$ 891,225	\$ 891,225		
PILOT Payment		\$ 8,629	\$ 8,629	\$ 8,629	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Taxing Jurisdiction	Tax Rate per \$100	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	Total	
Clay County	0.0200	\$ 20	\$ 20	\$ 20	\$ 135	\$ 135	\$ 139	\$ 139	\$ 144	\$ 144	\$ 148	\$ 148	\$ 152	\$ 152	\$ 1,783	
Clay County Road and Bridge	0.0658	67	67	67	445	445	458	458	472	472	486	486	501	501	5,865	
Clay County Senior Services	0.0403	41	41	41	273	273	281	281	289	289	298	298	307	307	3,592	
Clay County Health Center	0.0809	82	82	82	547	547	564	564	580	580	598	598	616	616	7,210	
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Liberty School District	5.9277	6,037	6,037	6,037	40,091	40,091	41,294	41,294	42,532	42,532	43,808	43,808	45,123	45,123	528,320	
Mid Continent Public Library	0.3152	321	321	321	2,132	2,132	2,196	2,196	2,262	2,262	2,329	2,329	2,399	2,399	28,093	
Tri-County Mental Health	0.0809	82	82	82	547	547	564	564	580	580	598	598	616	616	7,210	
City of Liberty, Missouri	0.8526	868	868	868	5,766	5,766	5,939	5,939	6,118	6,118	6,301	6,301	6,490	6,490	75,990	
Developmental Disability Board	0.0970	99	99	99	656	656	676	676	696	696	717	717	738	738	8,645	
Metropolitan Community College	0.1806	184	184	184	1,221	1,221	1,258	1,258	1,296	1,296	1,335	1,335	1,375	1,375	16,096	
State of Missouri	0.0300	31	31	31	203	203	209	209	215	215	222	222	228	228	2,674	
Surtax	1.4400	797	797	797	5,701	5,701	5,872	5,872	6,048	6,048	6,230	6,230	6,417	6,417	74,080	
	9.1310	\$ 8,629	\$ 8,629	\$ 8,629	\$ 57,718	\$ 57,718	\$ 59,450	\$ 59,450	\$ 61,233	\$ 61,233	\$ 63,070	\$ 63,070	\$ 64,962	\$ 64,962	\$ 759,558	

Projected Abatement

Taxing Jurisdiction	Tax Rate per \$100	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Clay County	0.0200	\$ (3)	\$ (0)	\$ 145	\$ 200	\$ 200	\$ 206	\$ 206	\$ 213	\$ 213	\$ 220	\$ 220	\$ 227	\$ 227	\$ 235
Clay County Road and Bridge	0.0658	(9)	(1)	476	657	657	678	678	701	701	724	724	748	748	772
Clay County Senior Services	0.0403	(6)	(1)	291	402	402	415	415	429	429	443	443	458	458	473
Clay County Health Center	0.0809	(11)	(1)	585	807	807	834	834	862	862	890	890	919	919	949
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	(826)	(90)	42,860	59,159	59,159	61,114	61,114	63,129	63,129	65,204	65,204	67,341	67,341	69,542
Mid Continent Public Library	0.3152	(44)	(5)	2,279	3,146	3,146	3,250	3,250	3,357	3,357	3,467	3,467	3,581	3,581	3,698
Tri-County Mental Health	0.0809	(11)	(1)	585	807	807	834	834	862	862	890	890	919	919	949
City of Liberty, Missouri	0.8526	(119)	(13)	6,165	8,509	8,509	8,790	8,790	9,080	9,080	9,378	9,378	9,686	9,686	10,003
Developmental Disability Board	0.0970	(14)	(1)	701	968	968	1,000	1,000	1,033	1,033	1,067	1,067	1,102	1,102	1,138
Metropolitan Community College	0.1806	(25)	(3)	1,306	1,802	1,802	1,862	1,862	1,923	1,923	1,987	1,987	2,052	2,052	2,119
State of Missouri	0.0300	(4)	(0)	217	299	299	309	309	319	319	330	330	341	341	352
Surtax	1.4400	469	648	6,157	8,475	8,475	8,753	8,753	9,039	9,039	9,334	9,334	9,638	9,638	9,951
	9.1310	\$ (602)	\$ 531	\$ 61,766	\$ 85,231	\$ 85,231	\$ 88,047	\$ 88,047	\$ 90,947	\$ 90,947	\$ 93,934	\$ 93,934	\$ 97,011	\$ 97,011	\$ 100,180

Taxing Jurisdiction	Tax Rate per \$100	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	Total
Clay County	0.0200	\$ 235	\$ 242	\$ 242	\$ 135	\$ 135	\$ 139	\$ 139	\$ 144	\$ 144	\$ 148	\$ 148	\$ 152	\$ 152	\$ 4,664
Clay County Road and Bridge	0.0658	772	797	797	445	445	458	458	472	472	486	486	501	501	15,343
Clay County Senior Services	0.0403	473	488	488	273	273	281	281	289	289	298	298	307	307	9,397
Clay County Health Center	0.0809	949	980	980	547	547	564	564	580	580	598	598	616	616	18,864
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	69,542	71,810	71,810	40,091	40,091	41,294	41,294	42,532	42,532	43,808	43,808	45,123	45,123	1,382,239
Mid Continent Public Library	0.3152	3,698	3,818	3,818	2,132	2,132	2,196	2,196	2,262	2,262	2,329	2,329	2,399	2,399	73,499
Tri-County Mental Health	0.0809	949	980	980	547	547	564	564	580	580	598	598	616	616	18,864
City of Liberty, Missouri	0.8526	10,003	10,329	10,329	5,766	5,766	5,939	5,939	6,118	6,118	6,301	6,301	6,490	6,490	198,812
Developmental Disability Board	0.0970	1,138	1,175	1,175	656	656	676	676	696	696	717	717	738	738	22,619
Metropolitan Community College	0.1806	2,119	2,188	2,188	1,221	1,221	1,258	1,258	1,296	1,296	1,335	1,335	1,375	1,375	42,113
State of Missouri	0.0300	352	363	363	203	203	209	209	215	215	222	222	228	228	6,995
Surtax	1.4400	9,951	10,274	10,274	5,701	5,701	5,872	5,872	6,048	6,048	6,230	6,230	6,417	6,417	198,741
	9.1310	\$ 100,180	\$ 103,445	\$ 103,445	\$ 57,718	\$ 57,718	\$ 59,450	\$ 59,450	\$ 61,233	\$ 61,233	\$ 63,070	\$ 63,070	\$ 64,962	\$ 64,962	\$1,992,152

NOTICE TO TAXING JURISDICTIONS ON ATTACHED LIST

Re: Notice of Public Hearing – Industrial Development Project

On behalf of the City of Liberty, Missouri (the “City”), please find enclosed a copy of a proposed plan for an industrial development project (the “Plan”), which also contains a cost benefit analysis on the affected taxing jurisdictions.

The City anticipates considering an ordinance to approve the Plan following a public hearing on the Plan at a meeting on January 13, 2025 at 7:00 P.M. at City Hall located at 101 East Kansas, Liberty, Missouri.

The City invites all affected taxing districts to attend the meeting and to make oral comments on the proposed Plan to the City or to provide written comments to the City on the Plan prior to the meeting. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and cost benefit analysis for the proposed project is enclosed and also will be on file in the office of the Deputy City Clerk and will be available for public inspection during normal business hours.

Any questions should be directed to Brandon Smith, Economic & Business Development Manager for the City at bsmith@libertymo.gov.

Dated: December 10, 2024

CITY OF LIBERTY, MISSOURI
101 E. Kansas
Liberty, Missouri 64068

MAILING LIST

Mayor City Hall 101 East Kansas Liberty MO 64068	Director Clay County Health Center 800 Haines Drive Liberty MO 64068
Deputy City Clerk City Hall 101 East Kansas Liberty, MO 64068	Superintendent Liberty Public Schools 8 Victory Lane Liberty MO 64068
Administrator New Liberty Hospital District 2525 Glen Hendren Liberty MO 64068	Director Mid-Continent Public Library 15616 East Highway 24 Independence MO 64050
Executive Director Clay County Senior Services Levy 4444 North Bellview - #108 Gladstone MO 64116	Chair Clay, Platte, Ray Mental Health Board of Trustees 3100 NE 83 rd Street – Suite 2700 Kansas City, MO 64119
Presiding Commissioner 1 Courthouse Square Liberty MO 64068	Director Development Disabilities Resource Board 920 Kent Street, Suite B Liberty MO 64068
County Administrator 1 Courthouse Square Liberty MO 64068	County Collector Clay County Courthouse 1 Courthouse Square Liberty, MO 64068
Clay County Assessor Clay County Courthouse 1 Courthouse Square Liberty, MO 64068	Missouri Department of Revenue County Tax Section State Blind Pension Fund Harry S. Truman State Office Building 301 West High Street Jefferson City MO 65101
Missouri Department of Revenue Tax Administration Bureau Harry S Truman State Office Building 301 West High Street Jefferson City MO 65101	The Kansas City Zoological District Chair of the Board of Directors 6800 Zoo Drive Kansas City, MO 64132
Chancellor The Junior College District of Metropolitan Kansas City, Missouri 3200 Broadway Blvd. Kansas City, MO 64111	

CITY OF LIBERTY, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS**

**FOR THE

WATER STREET LOFTS PROJECT**

December 10, 2024

I. PURPOSE OF THIS PLAN

The City Council of the City of Liberty, Missouri (the “City”) will consider an ordinance approving this Plan (defined below) and authorizing the issuance by the City of its taxable industrial development revenue bonds in the aggregate principal amount of not to exceed \$7,580,000 (the “Bonds”), to finance costs of a mixed-use multifamily and commercial project (the “Project”) for Downtown Liberty Investments LLC, or its assignee or designee (the “Company”) as more fully described herein. The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the “Act”).

This Plan for an Industrial Development Project and Cost-Benefit Analysis (the “Plan”) has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities. The leasing of residential property for a profit is a commercial undertaking.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of a series of the bonds, the landowner will convey to the municipality title to the property included in the project. At the same time, the municipality will lease the property, including the project, back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the project, as applicable.

Under the lease agreement, the benefitted company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all un-abated taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project as permitted under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company. Under this Plan, the Company will agree to make “payments in lieu of taxes” in an amount calculated to equal a portion of the taxes that would be due on the Project were it not for ownership by the City. The payments in lieu of taxes are payable in December of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the Project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

The Company. Downtown Liberty Investments LLC (“Downtown Liberty Investments”) is a Missouri limited liability company located in Liberty, Missouri. Downtown Liberty Investments was formed in 2015 for the purpose of real estate acquisition, development, and management.

City of Liberty, Missouri. The City is a special charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project to be financed by the Bonds consists of the demolition of existing structures and the construction and reconstruction on the site of replacement structures consisting of a mixed-use multifamily and commercial project with approximately 16 multifamily units, and approximately 10,060 square feet of commercial space for retail and restaurant uses, together with site work and parking infrastructure.

The Project will be situated on approximately 0.42 acres located to the northeast of the intersection of N. Water Street and E. Kansas Street in the City. A map of the approximate site location for the Project is shown below:

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Estimate of the Costs of the Project. The Project is expected to cost approximately \$7,580,000. The investments are anticipated to be made as shown in the attached Cost-Benefit Analysis, although the actual years of investment may vary based on Project implementation.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed \$7,580,000, to be issued by the City and purchased by the Company and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project. The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will hold title to the Project site under the Chapter 100 transactions. The City will lease the Project to the Company for basic rent payments equal to the principal and interest payments on the Bonds. Under the terms of the lease agreement with the City, the Company will have the option to purchase the Project at any time and will have the obligation to purchase the Project at the termination of the lease.

Affected Taxing Districts. The Liberty School District, Clay County, Missouri, Metropolitan Community College (the Junior College District of Metropolitan Kansas City, Missouri) and the City will be affected by the Project. No ambulance district board operating under chapter 190 or fire protection district board operating under chapter 321 is affected by the Project. Other taxing jurisdictions affected by the Project are set out in the Cost-Benefit Analysis attached hereto.

Assessed Valuation. The most recent equalized assessed valuation of the Project site is \$87,910. The estimated total equalized assessed valuation of the Project site after completion of the Project is \$1,099,840.

Payments in Lieu of Taxes. The Company will make payments in lieu of taxes (“PILOTS”) for the Project as follows: (1) from issuance of the Bonds until 2040, a fixed amount in each year equal to \$8,629 (the 2023 tax amount applicable to the Project site), and (2) from 2041 through 2050, an amount equal to 50% of the taxes that would be due on the Project in each year were it not for ownership of the Project by the City.

The PILOT payments are estimated in the Cost-Benefit Analysis attached hereto. The actual Project implementation and abatement timing may vary from what is shown in the Cost-Benefit Analysis. PILOT payments will be distributed to the taxing jurisdictions by or at the direction of the City.

Cost-Benefit Analysis. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the Project. This Plan does not attempt to quantify the overall economic impact of the Project. The tax rates used in this Plan reflect the rates in effect for the tax year 2024. The actual years and PILOT amounts may vary based on Project implementation.

V. SALES AND USE TAX EXEMPTION

Sales and Use Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that the total amount of qualified building materials purchased will be \$2,721,088. Certain assumptions have been made regarding the situs of sale for such purchases. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

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

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	Sales Tax Rate	Use Tax Rate	Estimated Sales and Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	4.225%	\$114,966
City of Liberty			
General revenue	1.000	1.000	27,211
Transportation	0.500	0.500	13,605
Capital Improvement	0.500	0.500	13,605
Parks	0.250	0.250	6,803
Fire protection	0.250	0.250	6,803
Economic development	0.375	0.375	10,204
Public safety	0.500	0.500	13,605
Clay County			
General revenue	0.750	0.750	20,408
Public Safety	0.125	0.125	3,401
Children's Service	0.250	0.250	6,803
Zoological District	0.125	n/a	n/a
Total	8.850%	8.725%	\$237,415

* * *

**City of Liberty, Missouri
(Water Street Lofts Project)**

**COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT**



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

Project Assumptions

♦ Initial year taxes assessed			2024
♦ Assessed value of land without project (2024)		\$	87,910
♦ Biennial growth rate of appraised value of real property			3.0%
♦ Assessed value as a percentage of appraised value (real)			32.0%
♦ Assessed value of residential property (2027)		\$	456,000
♦ Assessed value of commercial property (2027)		\$	643,840
♦ PILOT Payments:			
	Years 2024 to 2040	\$	8,629
	Years 2041 to 2050		50%

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

Taxing Jurisdiction	Tax Rate	Taxes on Existing Site without Project Improvements	Projected Taxes without Abatement	Projected PILOTS	Projected Abatement
Clay County	0.0200	\$ 583	\$ 6,446	\$ 1,783	\$ 4,664
Clay County Road and Bridge	0.0658	1,919	21,208	5,865	15,343
Clay County Senior Services	0.0403	1,175	12,989	3,592	9,397
Clay County Health Center	0.0809	2,359	26,075	7,210	18,864
Liberty Hospital District	0.0000	-	-	-	-
Liberty School District	5.9277	172,864	1,910,559	528,320	1,382,239
Mid Continent Public Library	0.3152	9,192	101,592	28,093	73,499
Tri-County Mental Health	0.0809	2,359	26,075	7,210	18,864
City of Liberty, Missouri	0.8526	24,864	274,802	75,990	198,812
Developmental Disability Board	0.0970	2,829	31,264	8,645	22,619
Metropolitan Community College	0.1806	5,267	58,209	16,096	42,113
State of Missouri	0.0300	875	9,669	2,674	6,995
Surtax	1.4400	41,993	272,821	74,080	198,741
	9.1310	\$ 266,279	\$ 2,751,710	\$ 759,558	\$ 1,992,152

Taxes on Existing Site without Project Improvements

Estimated Assessed Value of Real Property	\$	87,910	\$	90,547	\$	90,547	\$	93,264	\$	93,264	\$	96,062	\$	96,062	\$	98,943	\$	98,943	\$	101,912	\$	101,912	\$	104,969	\$	104,969	\$	108,118
	Tax Rate per																											
Taxing Jurisdiction	\$100	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037													
Clay County	0.0200	\$ 18	\$ 18	\$ 18	\$ 19	\$ 19	\$ 19	\$ 19	\$ 20	\$ 20	\$ 20	\$ 20	\$ 21	\$ 21	\$ 22													
Clay County Road and Bridge	0.0658	58	60	60	61	61	63	63	65	65	67	67	69	69	71													
Clay County Senior Services	0.0403	35	36	36	38	38	39	39	40	40	41	41	42	42	44													
Clay County Health Center	0.0809	71	73	73	75	75	78	78	80	80	82	82	85	85	87													
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-													
Liberty School District	5.9277	5,211	5,367	5,367	5,528	5,528	5,694	5,694	5,865	5,865	6,041	6,041	6,222	6,222	6,409													
Mid Continent Public Library	0.3152	277	285	285	294	294	303	303	312	312	321	321	331	331	341													
Tri-County Mental Health	0.0809	71	73	73	75	75	78	78	80	80	82	82	85	85	87													
City of Liberty, Missouri	0.8526	750	772	772	795	795	819	819	844	844	869	869	895	895	922													
Developmental Disability Board	0.0970	85	88	88	90	90	93	93	96	96	99	99	102	102	105													
Metropolitan Community College	0.1806	159	164	164	168	168	173	173	179	179	184	184	190	190	195													
State of Missouri	0.0300	26	27	27	28	28	29	29	30	30	31	31	31	31	32													
Surtax	1.4400	1,266	1,304	1,304	1,343	1,343	1,383	1,383	1,425	1,425	1,468	1,468	1,512	1,512	1,557													
	9.1310	\$ 8,027	\$ 8,268	\$ 8,268	\$ 8,516	\$ 8,516	\$ 8,771	\$ 8,771	\$ 9,035	\$ 9,035	\$ 9,306	\$ 9,306	\$ 9,585	\$ 9,585	\$ 9,872													

Estimated Assessed Value of Real Property	\$	108,118	\$	111,362	\$	111,362	\$	114,703	\$	114,703	\$	118,144	\$	118,144	\$	121,688	\$	121,688	\$	125,339	\$	125,339	\$	129,099	\$	129,099			
Tax Rate per																													
Taxing Jurisdiction	\$100	2038		2039		2040		2041		2042		2043		2044		2045		2046		2047		2048		2049		2050		Total	
Clay County	0.0200	\$	22	\$	22	\$	22	\$	23	\$	23	\$	24	\$	24	\$	24	\$	24	\$	25	\$	25	\$	26	\$	26	\$	583
Clay County Road and Bridge	0.0658		71		73		73		75		75		78		78		80		80		82		82		85		85		1,919
Clay County Senior Services	0.0403		44		45		45		46		46		48		48		49		49		51		51		52		52		1,175
Clay County Health Center	0.0809		87		90		90		93		93		96		96		98		98		101		101		104		104		2,359
Liberty Hospital District	-		-		-		-		-		-		-		-		-		-		-		-		-		-		-
Liberty School District	5.9277		6,409		6,601		6,601		6,799		6,799		7,003		7,003		7,213		7,213		7,430		7,430		7,653		7,653		172,864
Mid Continent Public Library	0.3152		341		351		351		362		362		372		372		384		384		395		395		407		407		9,192
Tri-County Mental Health	0.0809		87		90		90		93		93		96		96		98		98		101		101		104		104		2,359
City of Liberty, Missouri	0.8526		922		949		949		978		978		1,007		1,007		1,038		1,038		1,069		1,069		1,101		1,101		24,864
Developmental Disability Board	0.0970		105		108		108		111		111		115		115		118		118		122		122		125		125		2,829
Metropolitan Community College	0.1806		195		201		201		207		207		213		213		220		220		226		226		233		233		5,267
State of Missouri	0.0300		32		33		33		34		34		35		35		37		37		38		38		39		39		875
Surtax	1.4400		1,557		1,604		1,604		1,652		1,652		1,701		1,701		1,752		1,752		1,805		1,805		1,859		1,859		41,993
	9.1310	\$	9,872	\$	10,168	\$	10,168	\$	10,473	\$	10,473	\$	10,788	\$	10,788	\$	11,111	\$	11,111	\$	11,445	\$	11,445	\$	11,788	\$	11,788	\$	266,279

Projected Taxes without Abatement

Estimated Assessed Value of Real Property (Residential)				\$ 342,000	\$ 456,000	\$ 456,000	\$ 469,680	\$ 469,680	\$ 483,770	\$ 483,770	\$ 498,284	\$498,284	\$ 513,232	\$ 513,232	\$ 528,629
Estimated Assessed Value of Real Property (Commercial)	\$ 87,910	\$ 100,320	\$ 482,880	\$ 643,840	\$ 643,840	\$ 663,155	\$ 663,155	\$ 683,050	\$ 683,050	\$ 703,541	\$703,541	\$ 724,648	\$ 724,648	\$ 746,387	
Taxing Jurisdiction	Tax Rate per \$100	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Clay County	0.0200	\$ 18	\$ 20	\$ 165	\$ 220	\$ 220	\$ 227	\$ 227	\$ 233	\$ 233	\$ 240	\$ 240	\$ 248	\$ 248	\$ 255
Clay County Road and Bridge	0.0658	58	66	543	724	724	745	745	768	768	791	791	815	815	839
Clay County Senior Services	0.0403	35	40	332	443	443	457	457	470	470	484	484	499	499	514
Clay County Health Center	0.0809	71	81	667	890	890	916	916	944	944	972	972	1,001	1,001	1,031
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	5,211	5,947	48,896	65,195	65,195	67,151	67,151	69,166	69,166	71,241	71,241	73,378	73,378	75,579
Mid Continent Public Library	0.3152	277	316	2,600	3,467	3,467	3,571	3,571	3,678	3,678	3,788	3,788	3,902	3,902	4,019
Tri-County Mental Health	0.0809	71	81	667	890	890	916	916	944	944	972	972	1,001	1,001	1,031
City of Liberty, Missouri	0.8526	750	855	7,033	9,377	9,377	9,659	9,659	9,948	9,948	10,247	10,247	10,554	10,554	10,871
Developmental Disability Board	0.0970	85	97	800	1,067	1,067	1,099	1,099	1,132	1,132	1,166	1,166	1,201	1,201	1,237
Metropolitan Community College	0.1806	159	181	1,490	1,986	1,986	2,046	2,046	2,107	2,107	2,171	2,171	2,236	2,236	2,303
State of Missouri	0.0300	26	30	247	330	330	340	340	350	350	361	361	371	371	383
Surtax	1.4400	1,266	1,445	6,953	9,271	9,271	9,549	9,549	9,836	9,836	10,131	10,131	10,435	10,435	10,748
	9.1310	\$ 8,027	\$ 9,160	\$ 70,395	\$ 93,860	\$ 93,860	\$ 96,676	\$ 96,676	\$ 99,576	\$ 99,576	\$ 102,563	\$102,563	\$ 105,640	\$ 105,640	\$ 108,809

Estimated Assessed Value of Real Property (Residential)	\$ 528,629	\$ 544,488	\$ 544,488	\$ 560,822	\$ 560,822	\$ 577,647	\$ 577,647	\$ 594,977	\$ 594,977	\$ 612,826	\$612,826	\$ 631,211	\$ 631,211		
Estimated Assessed Value of Real Property (Commercial)	\$ 746,387	\$ 768,779	\$ 768,779	\$ 791,842	\$ 791,842	\$ 815,597	\$ 815,597	\$ 840,065	\$ 840,065	\$ 865,267	\$865,267	\$ 891,225	\$ 891,225		
Taxing Jurisdiction	Tax Rate per \$100	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	Total
Clay County	0.0200	\$ 255	\$ 263	\$ 263	\$ 271	\$ 271	\$ 279	\$ 279	\$ 287	\$ 287	\$ 296	\$ 296	\$ 304	\$ 304	\$ 6,446
Clay County Road and Bridge	0.0658	839	864	864	890	890	917	917	944	944	973	973	1,002	1,002	21,208
Clay County Senior Services	0.0403	514	529	529	545	545	561	561	578	578	596	596	614	614	12,989
Clay County Health Center	0.0809	1,031	1,062	1,062	1,094	1,094	1,127	1,127	1,161	1,161	1,196	1,196	1,232	1,232	26,075
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	75,579	77,847	77,847	80,182	80,182	82,587	82,587	85,065	85,065	87,617	87,617	90,245	90,245	1,910,559
Mid Continent Public Library	0.3152	4,019	4,139	4,139	4,264	4,264	4,392	4,392	4,523	4,523	4,659	4,659	4,799	4,799	101,592
Tri-County Mental Health	0.0809	1,031	1,062	1,062	1,094	1,094	1,127	1,127	1,161	1,161	1,196	1,196	1,232	1,232	26,075
City of Liberty, Missouri	0.8526	10,871	11,197	11,197	11,533	11,533	11,879	11,879	12,235	12,235	12,602	12,602	12,980	12,980	274,802
Developmental Disability Board	0.0970	1,237	1,274	1,274	1,312	1,312	1,351	1,351	1,392	1,392	1,434	1,434	1,477	1,477	31,264
Metropolitan Community College	0.1806	2,303	2,372	2,372	2,443	2,443	2,516	2,516	2,592	2,592	2,669	2,669	2,750	2,750	58,209
State of Missouri	0.0300	383	394	394	406	406	418	418	431	431	443	443	457	457	9,669
Surtax	1.4400	10,748	11,070	11,070	11,403	11,403	11,745	11,745	12,097	12,097	12,460	12,460	12,834	12,834	272,821
	9.1310	\$ 108,809	\$ 112,074	\$ 112,074	\$ 115,436	\$ 115,436	\$ 118,899	\$ 118,899	\$ 122,466	\$ 122,466	\$ 126,140	\$126,140	\$ 129,924	\$ 129,924	\$2,751,710

Projected PILOTS

PILOT Payment		\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629
Taxing Jurisdiction	Tax Rate per \$100	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
Clay County	0.0200	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20
Clay County Road and Bridge	0.0658	67	67	67	67	67	67	67	67	67	67	67	67	67	67	67
Clay County Senior Services	0.0403	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41
Clay County Health Center	0.0809	82	82	82	82	82	82	82	82	82	82	82	82	82	82	82
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037	6,037
Mid Continent Public Library	0.3152	321	321	321	321	321	321	321	321	321	321	321	321	321	321	321
Tri-County Mental Health	0.0809	82	82	82	82	82	82	82	82	82	82	82	82	82	82	82
City of Liberty, Missouri	0.8526	868	868	868	868	868	868	868	868	868	868	868	868	868	868	868
Developmental Disability Board	0.0970	99	99	99	99	99	99	99	99	99	99	99	99	99	99	99
Metropolitan Community College	0.1806	184	184	184	184	184	184	184	184	184	184	184	184	184	184	184
State of Missouri	0.0300	31	31	31	31	31	31	31	31	31	31	31	31	31	31	31
Surtax	1.4400	797	797	797	797	797	797	797	797	797	797	797	797	797	797	797
	9.1310	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629	\$ 8,629

Estimated Assessed Value of Real Property (Residential)					\$ 560,822	\$ 560,822	\$ 577,647	\$ 577,647	\$ 594,977	\$ 594,977	\$ 612,826	\$ 612,826	\$ 631,211	\$ 631,211		
Estimated Assessed Value of Real Property (Commercial)					\$ 791,842	\$ 791,842	\$ 815,597	\$ 815,597	\$ 840,065	\$ 840,065	\$ 865,267	\$ 865,267	\$ 891,225	\$ 891,225		
PILOT Payment		\$ 8,629	\$ 8,629	\$ 8,629	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Taxing Jurisdiction	Tax Rate per \$100	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	Total	
Clay County	0.0200	\$ 20	\$ 20	\$ 20	\$ 135	\$ 135	\$ 139	\$ 139	\$ 144	\$ 144	\$ 148	\$ 148	\$ 152	\$ 152	\$ 1,783	
Clay County Road and Bridge	0.0658	67	67	67	445	445	458	458	472	472	486	486	501	501	5,865	
Clay County Senior Services	0.0403	41	41	41	273	273	281	281	289	289	298	298	307	307	3,592	
Clay County Health Center	0.0809	82	82	82	547	547	564	564	580	580	598	598	616	616	7,210	
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Liberty School District	5.9277	6,037	6,037	6,037	40,091	40,091	41,294	41,294	42,532	42,532	43,808	43,808	45,123	45,123	528,320	
Mid Continent Public Library	0.3152	321	321	321	2,132	2,132	2,196	2,196	2,262	2,262	2,329	2,329	2,399	2,399	28,093	
Tri-County Mental Health	0.0809	82	82	82	547	547	564	564	580	580	598	598	616	616	7,210	
City of Liberty, Missouri	0.8526	868	868	868	5,766	5,766	5,939	5,939	6,118	6,118	6,301	6,301	6,490	6,490	75,990	
Developmental Disability Board	0.0970	99	99	99	656	656	676	676	696	696	717	717	738	738	8,645	
Metropolitan Community College	0.1806	184	184	184	1,221	1,221	1,258	1,258	1,296	1,296	1,335	1,335	1,375	1,375	16,096	
State of Missouri	0.0300	31	31	31	203	203	209	209	215	215	222	222	228	228	2,674	
Surtax	1.4400	797	797	797	5,701	5,701	5,872	5,872	6,048	6,048	6,230	6,230	6,417	6,417	74,080	
	9.1310	\$ 8,629	\$ 8,629	\$ 8,629	\$ 57,718	\$ 57,718	\$ 59,450	\$ 59,450	\$ 61,233	\$ 61,233	\$ 63,070	\$ 63,070	\$ 64,962	\$ 64,962	\$ 759,558	

Projected Abatement

Taxing Jurisdiction	Tax Rate per \$100	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Clay County	0.0200	\$ (3)	\$ (0)	\$ 145	\$ 200	\$ 200	\$ 206	\$ 206	\$ 213	\$ 213	\$ 220	\$ 220	\$ 227	\$ 227	\$ 235
Clay County Road and Bridge	0.0658	(9)	(1)	476	657	657	678	678	701	701	724	724	748	748	772
Clay County Senior Services	0.0403	(6)	(1)	291	402	402	415	415	429	429	443	443	458	458	473
Clay County Health Center	0.0809	(11)	(1)	585	807	807	834	834	862	862	890	890	919	919	949
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	(826)	(90)	42,860	59,159	59,159	61,114	61,114	63,129	63,129	65,204	65,204	67,341	67,341	69,542
Mid Continent Public Library	0.3152	(44)	(5)	2,279	3,146	3,146	3,250	3,250	3,357	3,357	3,467	3,467	3,581	3,581	3,698
Tri-County Mental Health	0.0809	(11)	(1)	585	807	807	834	834	862	862	890	890	919	919	949
City of Liberty, Missouri	0.8526	(119)	(13)	6,165	8,509	8,509	8,790	8,790	9,080	9,080	9,378	9,378	9,686	9,686	10,003
Developmental Disability Board	0.0970	(14)	(1)	701	968	968	1,000	1,000	1,033	1,033	1,067	1,067	1,102	1,102	1,138
Metropolitan Community College	0.1806	(25)	(3)	1,306	1,802	1,802	1,862	1,862	1,923	1,923	1,987	1,987	2,052	2,052	2,119
State of Missouri	0.0300	(4)	(0)	217	299	299	309	309	319	319	330	330	341	341	352
Surtax	1.4400	469	648	6,157	8,475	8,475	8,753	8,753	9,039	9,039	9,334	9,334	9,638	9,638	9,951
	9.1310	\$ (602)	\$ 531	\$ 61,766	\$ 85,231	\$ 85,231	\$ 88,047	\$ 88,047	\$ 90,947	\$ 90,947	\$ 93,934	\$ 93,934	\$ 97,011	\$ 97,011	\$ 100,180

Taxing Jurisdiction	Tax Rate per \$100	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	Total
Clay County	0.0200	\$ 235	\$ 242	\$ 242	\$ 135	\$ 135	\$ 139	\$ 139	\$ 144	\$ 144	\$ 148	\$ 148	\$ 152	\$ 152	\$ 4,664
Clay County Road and Bridge	0.0658	772	797	797	445	445	458	458	472	472	486	486	501	501	15,343
Clay County Senior Services	0.0403	473	488	488	273	273	281	281	289	289	298	298	307	307	9,397
Clay County Health Center	0.0809	949	980	980	547	547	564	564	580	580	598	598	616	616	18,864
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.9277	69,542	71,810	71,810	40,091	40,091	41,294	41,294	42,532	42,532	43,808	43,808	45,123	45,123	1,382,239
Mid Continent Public Library	0.3152	3,698	3,818	3,818	2,132	2,132	2,196	2,196	2,262	2,262	2,329	2,329	2,399	2,399	73,499
Tri-County Mental Health	0.0809	949	980	980	547	547	564	564	580	580	598	598	616	616	18,864
City of Liberty, Missouri	0.8526	10,003	10,329	10,329	5,766	5,766	5,939	5,939	6,118	6,118	6,301	6,301	6,490	6,490	198,812
Developmental Disability Board	0.0970	1,138	1,175	1,175	656	656	676	676	696	696	717	717	738	738	22,619
Metropolitan Community College	0.1806	2,119	2,188	2,188	1,221	1,221	1,258	1,258	1,296	1,296	1,335	1,335	1,375	1,375	42,113
State of Missouri	0.0300	352	363	363	203	203	209	209	215	215	222	222	228	228	6,995
Surtax	1.4400	9,951	10,274	10,274	5,701	5,701	5,872	5,872	6,048	6,048	6,230	6,230	6,417	6,417	198,741
	9.1310	\$ 100,180	\$ 103,445	\$ 103,445	\$ 57,718	\$ 57,718	\$ 59,450	\$ 59,450	\$ 61,233	\$ 61,233	\$ 63,070	\$ 63,070	\$ 64,962	\$ 64,962	\$1,992,152

**CITY OF LIBERTY, MISSOURI,
the City**

AND

**BOKF, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of February 1, 2025

Relating to:

**\$7,580,000
(Aggregate Maximum Principal Amount)
City of Liberty, Missouri
Taxable Industrial Development Revenue Bonds
(Water Street Lofts Project)
Series 2025**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of February 1, 2025 (the “Indenture”), is between the **CITY OF LIBERTY, MISSOURI**, a special charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), and **BOKF, N.A.**, Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the “Trustee”);

RECITALS:

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

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on January 13, 2025, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Water Street Lofts Project), Series 2025, in the maximum principal amount of \$7,580,000 (the “Bonds”), for the purpose of acquiring and improving certain real property in the City (the “Project Site,” as more fully described on **Exhibit A** hereto), including the construction and improvement of a commercial facility on the Project Site (the “Project Improvements,” as more fully described on **Exhibit B** hereto).

3. The Ordinance authorizes the City to lease the Project Site and the Project Improvements (collectively, the “Project”) to Downtown Liberty Investments LLC, a Missouri limited liability company (the “Company”).

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement of even date herewith (the “Lease”) with the Company, under which the City, as lessor, will, or will cause the Company to, construct and improve the Project and will lease the Project to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds, and setting forth the terms and conditions of the Project’s exemption from ad valorem real property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) Excluding the Unassigned Rights, all right, title and interest of the City in, to and under the Lease, and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as

hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in **Section 1.1** of the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of the Lease.

“Authorized City Representative” means the Mayor, City Administrator, Assistant City Administrator, Finance Director, Deputy City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor or City Administrator. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Company Representative” means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

“Basic Rent” means the rental described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Development Revenue Bonds (Water Street Lofts Project), Series 2025, in the maximum aggregate principal amount of \$7,580,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of Liberty, Missouri, Bond Fund – Water Street Lofts Project” created in **Section 501** of this Indenture.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds, dated as of February 1, 2025, by and between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the payment office of the Trustee are required or authorized by law to remain closed.

“City” means the City of Liberty, Missouri, a special charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, and its successors and assigns.

“Closing Date” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“Closing Price” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

“Company” means Downtown Liberty Investments LLC, a Missouri limited liability company, and its successors or assigns.

“Completion Date” means the date of execution of the certificate required pursuant to **Section 504** hereof.

“Costs of Issuance Fund” means the “City of Liberty, Missouri, Costs of Issuance Fund – Water Street Lofts Project” created in **Section 501** hereof.

“Cumulative Outstanding Principal Amount” means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the provisions of this Indenture, the Bond Purchase Agreement and the Lease, as reflected in the bond registration records maintained by the Trustee or in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond in **Section 402** hereof.

“Event of Default” means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“Government Securities” means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Indenture” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

“Investment Securities” means any of the following securities:

- (a) Government Securities;
- (b) obligations of the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, and Farmers Home Administration;
- (c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;
- (d) certificates of deposit, whether negotiable or nonnegotiable, and U.S. dollar denominated deposit accounts issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit or deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c),

inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of February 1, 2025, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Lender" has the meaning set forth in the Lease.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“Payment Date” means the date on which principal or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“Person” or **“person”** means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

“Project” means the Project Site and the Project Improvements as they may at any time exist.

“Project Costs” means all costs relating to the acquisition, demolition, remediation, construction and improvement of the Project.

“Project Fund” means the “City of Liberty, Missouri, Project Fund – Water Street Lofts Project” created in **Section 501** hereof.

“Project Improvements” means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

“Project Site” means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Purchaser” means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“S&P” means S&P Global Ratings, a division of Standard & Poor’s Financial Services, LLC, its successors and assigns, and if such company is dissolved or liquidated or no longer performs the functions of a securities rating agency, “S&P” will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means BOKF, N.A., Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“Unassigned Rights” means the City’s right to receive moneys for its own account, including but not limited to payments in lieu of taxes, the City’s rights to indemnification or to be protected from liabilities

by insurance policies required by the Lease, and the rights of the City to provide any consent or approval under the Lease and to enforce provisions of the lease relating to the condition or use of the Project.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “City of Liberty, Missouri, Taxable Industrial Development Revenue Bonds (Water Street Lofts Project), Series 2025.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$7,580,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C** hereto, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) In accordance with Section 5.1 of the Lease, provided that the Company is the sole Owner of the Bonds, the Company shall set-off the then-current Basic Rent payment against the City's obligation to the Company as Owner of the Bonds under this Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon. Notwithstanding anything contained in this Indenture, the Lease, or the Bond Purchase Agreement to the contrary, if the Company is the Owner of all of the Bonds Outstanding, payments of principal and interest on the Bonds may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent without requiring the Company to wire or otherwise transfer any money.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of the Deputy City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

(e) The City and the Trustee consent to the pledge of the Bond to any Lender with a Mortgage (as such term is defined in the Lease) on all or any portion of the Project Site.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$7,580,000 for the purpose of providing funds to pay the costs of the Project and the costs of issuing the Bonds, which Bonds shall be designated "City of Liberty, Missouri, Taxable Industrial Development Revenue Bonds (Water Street Lofts Project), Series 2025." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2050** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee electronic copies of the following:

(1) The ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Lease, and the Bond Purchase Agreement;

(2) Executed counterparts of this Indenture, the Lease, and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto (with such changes as may be agreed to by the City);

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute valid and legally binding special obligations of the City; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely on the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The Trustee shall be entitled to rely upon a written waiver of receipt and payment of such amounts as long as the Company and the Owner are the same entity. The date of endorsement of each Principal Amount Advanced (as defined in subsection (g) below) as set forth on **Schedule I** to the Bonds shall be the date of receipt of each requisition certificate by the Trustee. The Trustee shall keep a record of the total requisitions submitted, and shall notify the City if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder.

(f) The Bonds shall bear interest at the rate of 7.50% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2025, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed \$7,580,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2050**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each, and the payment of which will be reflected via a transaction entry on the trust records held by the Trustee and Paying Agent.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company upon written request. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, upon written request, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(f) or 9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of

redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) In connection with a redemption under paragraphs (a) or (b) of this Section, at its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to direct the City to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C** hereto. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) “City of Liberty, Missouri, Project Fund – Water Street Lofts Project” (herein called the “Project Fund”);

(b) “City of Liberty, Missouri, Costs of Issuance Fund – Water Street Lofts Project” (herein called the “Costs of Issuance Fund”); and

(c) “City of Liberty, Missouri, Bond Fund – Water Street Lofts Project” (herein called the “Bond Fund”).

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and improving the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the construction and improvement of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum provided to the Trustee on or before the date of delivery of the Bonds, in accordance with the invoices attached thereto. The Trustee may rely conclusively on the amounts due as

shown in the closing memorandum and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by the date that is one month after the Closing Date shall be refunded to the Company.

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (a) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (b) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (c) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 506** hereof upon acceleration of the Bonds; (d) subject to the terms and conditions of the Mortgage (as such term is defined in the Lease) with respect to the use thereof, any remaining balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (e) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (f) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) If the Company is not the sole Owner of the Bonds, the Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Company is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 605. Repayment to the Company from the Bond Fund. After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall invest and re-invest in a money market fund that constitutes an Investment Security specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department. The Trustee may rely on the investment directions of the Authorized Company Representative as to both the suitability and legality of the directed investments.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to

meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder provided a copy of the originally filed financing statement is timely delivered to the Trustee. Unless otherwise notified in writing by the Company or City, the Trustee may conclusively rely upon any originally filed financing statements in filing any continuation statements hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the

Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the Unassigned Rights or any other rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

Section 808. Consent to Mortgage and Pledge of Bonds. The City and the Trustee consent to any Mortgage (as defined in the Lease) and the pledge of the Bonds to a Lender in accordance with **Section 10.4** of the Lease; provided that the provisions of said Section of the Lease are complied with in connection with the same.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof for a period of 5 days following written notice to the City and the Company by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding;

(b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof for a period of 5 days following written notice to the City and the Company by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding;

(c) Default as specified in **Section 12.1** of the Lease has occurred; or

(d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail to the Company, and the Company has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default; Rescission. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee

may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Company and Trustee but with the written consent of the City, rescind and annul such declaration and its consequences if: (a) there is deposited with the Trustee a sum sufficient to pay: (1) all overdue installments of interest on all Bonds; (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and (3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and (b) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 910** of this Indenture.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges having a lien that is senior to the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Lease to the City for its own account. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and

compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to any subsection of **Section 12.1** of the Lease other than **Section 12.1(a)**), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding, and if indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(i)** hereof, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings

hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(b)** or (c) (but only with respect to Unassigned Rights) or **Section 12.1(d)**, (e) or (f) of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment *first* of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) and amounts to be paid pursuant to **Section 903** hereof, and *second* of any obligations outstanding under the Lease, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910** hereof, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under any subsection of **Section 12.1** of the Lease other than **Section 12.1(a)**, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(I)** hereof, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City or the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any such certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on such a certificate or any advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be liable for consequential damages. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under the Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to pay the principal of and the interest on the Bonds as the same become due and payable, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the

Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(o) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's right to compensation and indemnification relating to period during which it serves as Trustee hereunder shall survive the satisfaction and discharge of this Indenture or its resignation or removal hereunder and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the Company and the Owners and signed by the City. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor and attested by its Deputy City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, within 90 days following the end of such year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Indenture contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds; for any of which the consent of the Owners of 100% of the principal amount of the affected Bonds then Outstanding is required.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company and any Lender at least 15 days prior to the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon,

the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** hereof or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Lender and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company, the Lender or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, or by email, as follows:

(a) To the City:

City of Liberty, Missouri
101 East Kansas
Liberty, Missouri 64068

Attention: City Administrator

(b) To the Trustee:

BOKF, N.A., as Trustee
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department

(c) To the Company:

Downtown Liberty Investments LLC
244 W Mill Street, Ste. 101
Liberty, MO 64068
Attention: Tim Harris

With a copy to:

Polsinelli PC
900 W. 48th Place
Kansas City, Missouri 64112
Attention: Curtis Petersen

(d) To the Lender: at such address as may be provided by the Lender or the Company in writing to the City and the Trustee at their addresses shown above.

(e) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. Electronic Notice to Trustee. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Pursuant to the Lease, the Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, City of Liberty, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by the Deputy City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF LIBERTY, MISSOURI

[SEAL]

By: _____
Name: Greg Canuteson
Title: Mayor

ATTEST:

By: _____
Name: Sarah Ranes
Title: Deputy City Clerk

Trust Indenture
Liberty (Water Street Lofts Project)
Series 2025

BOKF, N.A.,
as Trustee

[SEAL]

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

Trust Indenture
Liberty (Water Street Lofts Project)
Series 2025

EXHIBIT A

PROJECT SITE

The following described real estate located in Clay County, Missouri:

All of the North half of each of Lots 110 and 111, and that part of Lot 104, in the Original Town of Liberty, in Clay County, Missouri, described as follows: Beginning at the Southwest corner of Lot 104, thence East 100 feet, thence North 2 feet 9 inches more or less to the center of a brick wall in the South line of a building erected thereof, thence West in the center line of said wall 100 feet more or less to the West line of Lot 104, thence South 2 feet 9 inches to the Point of Beginning, EXCEPT all of the East 95 feet of the North One-half of Lot 110 and further EXCEPT that part of the North half of Lot 111, described as follows: Beginning at a point where the East end of a brick wall intersects the South line of the North half of the said Lot 111, said point being 24.5 feet West of the Southeast corner of said North half of said Lot 111, thence West along the South line of said North half of said Lot 111, 17.20 feet to its intersection with the center line of said wall, thence Easterly along said center line 17.2 feet to the East and thereof thence South along the East end of said wall 0.18 feet to the Point of Beginning of such exception.

ALSO, all that part of the South half of Lot 111 in the Original Town of Liberty, in Clay County, Missouri, described as follows: Beginning at the Northwest corner of said South half; thence East along the North line of said South half 62.30 feet to its intersection with the center-line of a brick wall; thence Westerly along the centerline of said brick wall 62.30 feet to the West line of said Lot 111; thence North 0.65 feet to the Point of Beginning. All that part of vacated Water Street in the Original Town of Liberty, in Clay County, Missouri, described as follows: Beginning at the Northwest corner of Lot 111, in the Original Town of Liberty, in Clay County, Missouri; thence South along the West line of said Lot 111, 35.65 feet to the centerline of a brick wall;

thence West, along the centerline of said wall, 2.55 feet to the West end thereof; thence North 37.23 feet to the centerline of another brick wall; thence East along the centerline of said brick wall, 2.70 feet to the West line of Lot 104 in said Original Town; thence South 1.58 feet to the Point of Beginning.

including:

TRACT I:

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.

TRACT II:

The North Half of the South Half of Lot One Hundred Ten (110) and One Hundred Eleven (111) as marked and numbered on the plat of the ORIGINAL TOWN OF LIBERTY, being Seventeen and one-half (17 1/2) feet fronting on Water Street and running back to Missouri Street, being same property conveyed to William H Wittoff in Book W, Page 382, of the Clay County, Missouri deed records.

Also the North Half of the North Wall of a two-story brick building located on the South Half of the South Half of Lot One Hundred Eleven (111), ORIGINAL TOWN OF LIBERTY, conveyed to Louise B Wittoff in Book 106, Page 287, deed records of Clay County, Missouri; also the South Half of the South Wall of a one-story brick building on the North Half of the Lot One Hundred Eleven (111), ORIGINAL TOWN OF LIBERTY, as shown in deed from Anthony S Brown recorded in Book 106, Page 288, of the Clay County, Missouri, deed records. Together with all party-wall agreements.

including:

All that part of Lot 122, Original Town of Liberty, Clay County, Missouri, described as follows: Commencing at the Southwest corner of Lot 122, Original Town of Liberty, Clay County, Missouri; thence North 00 degrees 13 minutes 35 seconds West along the West line of Lot 122, a distance of 47.00 feet to the centerline of a party wall, the point of beginning; thence North 89 degrees 46 minutes 25 seconds East along the centerline of a party wall, a distance of 82.43 feet; thence North 00 degrees 13 minutes 35 seconds West, a distance of 22.13 feet to a point on the centerline of a party wall; thence South 89 degrees 46 minutes 25 seconds West, along the centerline of a party wall, a distance of 32.83 feet; thence South 00 degrees 13 minutes 35 seconds East, a distance of 1.13 feet; thence South 89 degrees 46 minutes 25 seconds West, along the centerline of a party wall, a distance of 49.60 feet to a point on the West line of Lot 122; thence South 00 degrees 13 minutes 35 seconds East along the West line of Lot 122, a distance of 21.00 feet to the point of beginning.

The above description is also known as Tract A, on the Certificate of Survey recorded September 22, 2011 as Document No. 2011029996 in Plat Book H at Page 29, as corrected by Affidavit filed July 10, 2015 as Document No. 2015022694 in Book 7533, at Page 27.

Also that portion of vacated right-of-way of North Water Street lying West of and adjacent to the above described land, having been abolished by the document recorded August 10, 2010 as Document No. 2010026776 in Book 6460 at Page 95, and more fully described as follows: Beginning at the Southwest corner of Lot 122, Original Town of Liberty, Clay County, Missouri; thence North 89 degrees 31 minutes 01 seconds West, a

distance of 3.46 feet; thence North 00 degrees 28 minutes 59 seconds East, a distance of 68.00 feet; thence South 89 degrees 31 minutes 01 seconds East, a distance of 3.76 feet to a point on the East line of said Water Street; thence South 00 degrees 28 minutes 59 seconds West, a distance of 68.00 feet to the point of beginning.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The demolition of existing structures and the construction and reconstruction on the Project Site of replacement structures consisting of a mixed-use multifamily and commercial project with approximately 16 multifamily units, and approximately 10,060 square feet of commercial space for retail and restaurant uses, together with site work, parking facilities, and related infrastructure.

EXHIBIT C

FORM OF BONDS

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.***

No. 1

**Not to Exceed
\$7,580,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF LIBERTY, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(WATER STREET LOFTS PROJECT)
SERIES 2025**

Interest Rate

7.50%

Maturity Date

December 1, 2050

Dated Date

_____, 2025

OWNER:

DOWNTOWN LIBERTY INVESTMENTS LLC

**MAXIMUM PRINCIPAL
AMOUNT:**

**SEVEN MILLION FIVE HUNDRED EIGHTY
THOUSAND DOLLARS**

THE CITY OF LIBERTY, MISSOURI, a special charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2025, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term “Cumulative Outstanding Principal Amount” means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of Liberty, Missouri, Taxable Industrial Development Revenue Bonds (Water Street Lofts Project), Series 2025,” in the maximum aggregate principal amount of \$7,580,000 (the “Bonds”), to be issued for the purpose of improving certain real property located in the City (the “Project Site,” as more fully described on **Exhibit A** to the Lease (defined below)), including the construction and improvement of a commercial facility on the Project Site (the “Project Improvements”). The City will lease the Project Site and the Project Improvements (collectively, the “Project”) to a private sector company (the “Company”), under the terms of a Lease Agreement dated as of February 1, 2025 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of February 1, 2025 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment prior to maturity as provided in the Indenture.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the “City of Liberty, Missouri, Bond Fund – Water Street Lofts Project”

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest

accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized agent, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$7,580,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of Liberty, Missouri has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its Deputy City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

CITY OF LIBERTY, MISSOURI

This Bond is one of the Bonds
of the issue described in the
within-mentioned Indenture.

By: _____
Mayor

Registration Date: _____

BOKF, N.A.,
as Trustee

ATTEST: _____ (Seal)

By _____
Authorized Signatory

Deputy City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF LIBERTY, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(WATER STREET LOFTS PROJECT)
SERIES 2025**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the books kept by the Trustee for
the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must
correspond with the name as it appears upon the
face of the within Bond in every particular.

PLACE SIGNATURE MEDALLION BELOW:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Liberty, Missouri
101 East Kansas
Liberty, Missouri 64068
Attention: City Administrator

BOKF, N.A., as Trustee
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department

Re: \$7,580,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Water Street Lofts Project), Series 2025 of the City of Liberty, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the “Bonds”), the undersigned purchaser of the Bonds (the “Purchaser”) hereby represents, warrants and agrees as follows:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of February 1, 2025 (the “Indenture”), between the City of Liberty, Missouri (the “City”) and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Downtown Liberty Investments LLC, a Missouri limited liability company (the “Company”), under a Lease Agreement dated as of February 1, 2025 (the “Lease”), with the City, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture or with the express written consent of the City.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the

purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 208** of the Indenture.

Dated: _____, 20____

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

**CITY OF LIBERTY, MISSOURI,
As Lessor,**

AND

**DOWNTOWN LIBERTY INVESTMENTS LLC,
As Lessee**

LEASE AGREEMENT

Dated as of February 1, 2025

Relating to:

**\$7,580,000
(Aggregate Maximum Principal Amount)
City of Liberty, Missouri
Taxable Industrial Development Revenue Bonds
(Water Street Lofts Project)
Series 2025**

Certain rights of the City of Liberty, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to BOKF, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of February 1, 2025, between the City and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of February 1, 2025 (the “Lease”), is between the **CITY OF LIBERTY, MISSOURI**, a special charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the “City”), and **DOWNTOWN LIBERTY INVESTMENTS LLC**, a Missouri limited liability company, as lessee, and its successors or assigns, as permitted hereunder (the “Company”);

RECITALS:

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

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on January 13, 2025, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Water Street Lofts Project), Series 2025, in the maximum principal amount of \$7,580,000 (the “Bonds”), for the purpose of acquiring and improving certain real property in the City (the “Project Site,” as more fully described on **Exhibit A** hereto), including the construction and improvement of a commercial facility on the Project Site (the “Project Improvements,” as more fully described on **Exhibit B** hereto).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”) with BOKF, N.A., Kansas City, Missouri, as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease under which the City will construct and improve the Project Improvements, and lease the Project Site and the Project Improvements as they may at any time exist (the Project Site and the Project Improvements together being, the “Project”), to the Company in consideration of rental payments that will be sufficient to pay the principal of and interest on the Bonds, together with certain other payments.

4. The Ordinance authorizes the City to lease the Project to the Company.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

“Basic Rent” means the rental described in **Section 5.1** of this Lease.

“Certificate of Insurance Compliance” means a certificate in substantially the form set forth in **Exhibit D** to this Lease evidencing compliance with the insurance requirements set forth in **Article VII** hereof, fully executed by the Authorized Company Representative, and upon which the Trustee may conclusively rely without further investigation or inquiry.

“Environmental Law” means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

“Full Insurable Value” means the actual replacement cost of the Project less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

“Lease Term” means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

“Lender” means any person who from time to time has made a loan to Company which is secured by a Mortgage.

“Mortgage” means any mortgage or deed of trust (together with all related loan documents and security agreements) relating to the Project and permitted pursuant to the provisions of **Section 10.4** hereof or existing prior to the date on which a memorandum of this Lease is recorded.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys’ fees, trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“PILOT Payments” or **“PILOTS”** means the payments in lieu of taxes provided for in **Article VI** hereof.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture and this Lease, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions,

exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) any Mortgage, (f) any assignment of leases and rents or similar assignment delivered by the Company in favor of a Lender in connection with any Mortgage (delivered pursuant to **Section 10.4(b)** of this Lease), and (g) any encumbrance noted in a title report included in the transcript of proceedings relating to the Bonds.

"Permitted Facility" means a facility comprised of rentable space operated for profit by the Company in accordance with this Lease, comprised of units for residential rental and commercial use.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file with the Company, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

"Project Site" means the real property upon which the property comprising the Project is located as more fully described in **Exhibit A**.

"Taxes Otherwise Due" means the *ad valorem* real property taxes that would have been due on the Project for the year were it not for ownership thereof by the City, as calculated by the City from assessed valuation estimates provided by Clay County, Missouri and using the then-current tax rates of all applicable taxing jurisdictions.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a special charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) As of the date of delivery hereof, the City has acquired the Project Site (subject to Permitted Encumbrances) and agrees to construct and improve or cause to be constructed and improved thereon the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The purchase, construction, extension and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act;

(d) To the City’s knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not take any action as owner of the Project Site that would permit a lien, charge or other encumbrance to be placed on the Project or pledge the revenues derived

therefrom for any bonds or other obligations, other than the Bonds, except at the written request of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to conduct business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper action of its members the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the construction and improvement of the Project are in accordance with sound engineering and accounting principles;

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(f) The Project is located wholly within the corporate limits of the City of Liberty, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2050**.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act and this Lease. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the Company, following written notice of such noncompliance, will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project. The City shall be the sole owner of the Project during the Lease Term, except for any portions of the Project released from this Lease pursuant to the terms hereof.

ARTICLE IV

CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture.

Alternatively, the Trustee may, (pursuant to **Section 208** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Construction and Improvement of the Project. The City and the Company agree that the Company, as the agent of the City, shall construct and improve the Project as follows:

(a) The City has acquired the Project Site prior to the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** hereof will be delivered to the City and the Trustee;

(b) On behalf of the City, the Company will construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications and in a manner materially consistent with the description of the Project Improvements included in **Exhibit B** to this Lease. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**;

(c) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, as amended, to the extent applicable to the construction of the Project and will not commence any portion of the Project for which a payment bond, to the extent so required, has not been delivered to the City; *provided that*, the Company may comply with this requirement by delivering a letter of credit in compliance with **Section 4.10** instead of a payment bond; and

(d) The Company agrees that it will use reasonable efforts to cause the construction and improvement of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such construction and improvement commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City

hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee and the Paying Agent without requiring the Company to wire or otherwise transfer any moneys. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the construction and improvement of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the construction and improvement of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project Site and the Project Improvements, if any, which the Company desires to convey to the City, including all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, any Permitted Encumbrances, and the Mortgage, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not

constitute a part of the Project for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City, the Trustee and the Bondowners and agree to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project or the Trustee's acceptance of its duties as Trustee hereunder.

Section 4.10. Letter of Credit.

(a) In lieu of delivering a payment bond to the City, the Company may comply with **Section 4.2(c)** of this Lease by delivering to the City, no later than the delivery date of this Lease, a letter of credit in a form mutually agreeable to the Company and the City, with a minimum term ending no sooner than 6 months after anticipated completion of the Project, unless sooner terminated pursuant to this Section (the "Letter of Credit"). The initial amount of the Letter of Credit will be equal to the cost of materials and labor for the Project (the "LOC Face Amount"). The Letter of Credit will guaranty the Company's (1) payment of any and all materials, incorporated, consumed or used in connection with the construction of the Project, the premiums for all insurance required by this Lease, and all labor performed with respect to the Project, whether by a contractor or a subcontractor or otherwise (the "Payment Obligations"), and (2) defense, indemnification and holding harmless of the City from all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that it may incur, directly or indirectly, as a result of or in connection with any claim, demand, lien or suit by any person or entity seeking payment of the Payment Obligations (the "Indemnity Obligation").

(b) If (1) the City receives a claim, demand, lien, suit or other notice by any person or entity seeking payment of a Payment Obligation (any such circumstance being referred to as a "Payment Obligation Notice" and the underlying claim or demand for payment being a "Payment Obligation Claim"); and (2) the City, within 10 days of receipt of such Payment Obligation Notice provides notice to the Company of such Payment Obligation Claim; then the Company shall either:

- (1) Within 60 days of receipt of such notice from the City, provide payment of the Payment Obligation Claim to the claimant and provide proof of such payment to the City; or
- (2) Within 60 days of receipt of such notice from the City, commence the defense of the City as part of the contest of such Payment Obligation Claim, provided that the Company (1) within such 60-day period, notifies the City in writing of its intention to defend and indemnify the City, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any judgement from being entered against the City, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested Payment Obligation Claim or procures a discharge or judgement denying such Payment Obligation Claim, and (5) saves and holds harmless the City from any loss, costs or expenses the City may incur related to any such contest.

(c) If the Company fails to comply with subsection (b), above, within the timeframe set out therein, or if any final judgement is entered against the City adjudging or enforcing any Payment Obligation Claim, the City shall be entitled to draw on the Letter of Credit in an amount sufficient to pay (1) the Payment Obligation Claim, (2) the amount of any judgement against the City relating to such Payment Obligation Claim (provided that this shall not result in duplicate payment of the Payment Obligation Claim), and (3) any remaining loss, cost, damage or expense subject to the Indemnity Obligation.

(d) The Letter of Credit shall be released on the date (the "LOC Termination Date") that is the earlier of (1) six months after delivery to the City of a certificate, signed by an Authorized Company Representative, stating that (i) the construction and improvement of the Project has been completed in accordance with the Plans and Specifications, and (ii) that all costs and expenses incurred in the construction and improvement of the Project have been paid or (2) the date on which the LOC Face Amount has been reduced to \$-0- in accordance with subsection (e), below. Prior to the LOC Termination Date, the Company shall at all times maintain a Letter of Credit as described in this Section. Failure of the Company to maintain the Letter of Credit so required shall constitute an Event of Default under this Lease.

(e) The LOC Face Amount may be reduced in connection with disbursements made by the Company or the Lender for Payment Obligations relating to the Project by an amount equal to the amount of such disbursements. The Company shall transmit to the City the desired amount of the reduction, accompanied by sufficient information and documentation to justify the requested reduction, including but not limited to (1) for a disbursement by the Company, evidence of payment by the Company, together with lien waivers from all payees, or (2) for a disbursement by a Lender, a copy of the payment application submitted to the Lender. The City shall, within 15 days of receipt of such request for reduction, review the request to evaluate whether the reduction is warranted, and whether the remaining amount of the Letter of Credit will continue to put the City in a secured position regarding Payment Obligations. On or before the 15th day after receipt of such request, the City shall either approve such request in writing (signed by the City's Finance Director) or provide written explanation to the Company of why the request is unsatisfactory, including specific reasons why the amount of the requested reduction is excessive or the supporting documentation is insufficient. For a request based on a disbursement by a Lender, the City's approval may be conditioned upon approval and payment of the related payment application by the Lender.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing December 1, 2025 and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On **December 1, 2050** (or such earlier date as the Company may elect or be required to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic Rent as provided for in this Section may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with **Section 204(e)** and **Section 208(g)** of the Indenture. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

In furtherance of the foregoing and of **Section 204(e)** and **Section 208(g)** of the Indenture, and notwithstanding any other provision in this Lease, the Indenture or the Bond Purchase Agreement, and provided that the Company is the sole Bondowner, the Company may set-off each Basic Rent payment against the City's obligation to the Company as Bondowner, in lieu of delivery of a payment of Basic Rent on any date on which principal of or interest on the Bonds is payable, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

- (a) all reasonable fees, charges and expenses, including agent and counsel fees, of the Trustee incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due;
- (b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;
- (c) all reasonable costs which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under this Lease or the Indenture by the City, the Trustee or the Bondowners, including counsel fees and expenses;

(d) the PILOT Payments required by **Article VI** of this Lease, which shall be due at such time and in such amount as described in **Article VI**; and

(e) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any portion of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the redemption of the Bonds. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Subject to **Section 301(a)** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption

of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES; TAX ABATEMENT

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition (reasonable wear, tear, depreciation, and obsolescence excepted), making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any PILOT Payments due under this Lease to the

extent of any ad valorem taxes imposed and paid by the Company with respect to the Project pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. So long as the City owns title to the Project, the City expects that the Project will be exempt from *ad valorem* taxes on real property. The first year of the exemption period for purposes of this Lease shall be **2025**. Notwithstanding any other provision of this Lease to the contrary, the last year of such exemption period shall be no later than **2050**. The Company covenants and agrees that, during each year the Project is exempt from *ad valorem* taxes by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "PILOT") as described in this **Article VI**. The City and the Company hereby agree that the tax abatement provided by this Lease shall only apply to property financed with the proceeds of the Bonds and shall not apply to property not financed with proceeds of the Bonds (and specifically shall not apply to personal property relating to the Project other than construction materials).

Section 6.5. Payments In Lieu of Taxes for Project. The Company covenants and agrees to make PILOT Payments to the City on or before each December 31, commencing December 31, 2025, in the amounts, and in the years, set forth on **Appendix I**. Any PILOT Payments due under this Lease which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue *ad valorem* real estate taxes from the date such payment was first due. If the Project remains in City ownership during any calendar year after the final year shown on **Appendix I**, a PILOT Payment shall be made for the Project by December 31 of such year in the amount equal to the Taxes Otherwise Due on the Project.

For the purpose of calculating the Taxes Otherwise Due in any year, the Company shall cooperate with the City and the County Assessor by providing access and information sufficient for such parties to establish an accurate estimate of the Taxes Otherwise Due. Additionally, the Company will pay any fees of the County Assessor associated with such process.

Section 6.6. Distribution of PILOT Payments. Within 30 days of the date of receipt of each PILOT Payment, the City or designated billing/collection agent shall distribute each PILOT Payment among the taxing jurisdictions.

Section 6.7. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 6.4** above, including any filing required with any governmental authorities, and shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to obtain/and or maintain in effect such exemption; provided, however, the City shall not be liable for any failure of Clay County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 6.8. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan including costs associated with this Lease, in an amount of no greater than \$1,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse the City for its costs on or before December 31 of each year continuing until December 31 of the year in which this Lease expires or is terminated.

Section 6.9. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Lease shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

Section 6.10. PILOT Increases Due to Certain Events.

(a) If for any reason the Company ceases operations of the Project during the term of this Lease and the City provides written notice of such cessation of operations, the PILOT Payments set forth in **Section 6.5** shall be increased to 100% of the Taxes Otherwise Due on the Project for each year following such cessation of operations including the year of cessation of operations. “Ceases operations” or “cessation of operations” for the purpose of this paragraph means the Company completely vacates, abandons and permanently ceases operations for a period of 90 consecutive days during the term of this Lease, unless the Project has been subject to a casualty and the Company is intending to rebuild the Project or the Company’s interest in this Lease has been transferred pursuant to this Lease and the Project continues in operation thereafter.

(b) If for any reason the Company operates or allows the operation of the Project for a use other than as a Permitted Facility for a period of 90 consecutive days during the term of this Lease, the PILOT Payments set forth in **Section 6.5** shall be increased to 100% of the Taxes Otherwise Due on the Project for each year in which the Project is operated as other than a Permitted Facility, starting with the year in which such non-complying use exceeds 89 consecutive days. However, if the non-complying use ceases, the amount of the PILOT Payments shall return to the amounts set forth in **Section 6.5**, starting with the first year in which the non-complying use persists for less than 90 consecutive days.

Section 6.11. Sales Tax Exemption. Upon request of the Company after the issuance of the Bonds, the City will issue a sales tax exemption certificate to the Company for construction materials to be purchased for the Project and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Company shall use the exemption certificate only for the purchase of construction materials to be incorporated into the Project on the Project Site and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City’s furnishing of the exemption certificate.

ARTICLE VII

INSURANCE

Section 7.1. Title Report. Before conveying title to any real property to the City, the Company will provide a report reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City and the Trustee shall be named as loss payees, as their respective interests may appear, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed \$25,000). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee.

(b) In the event of a public liability occurrence, and subject to the rights of Lender under and pursuant to the terms of the Mortgage (except that no right of the Lender under the Mortgage shall affect the right of the City or the Trustee to the protection and indemnification provided as additional insureds pursuant to subsection(a), above), the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained Workers' Compensation coverage to the extent required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of \$200,000,000, as determined by accounting principles generally accepted in the United States of America.

Section 7.6. Certificate of Compliance. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2025 with a Certificate of Insurance Compliance in the form attached hereto as **Exhibit D**. The Trustee shall be entitled to rely upon said Certificate of Insurance Compliance as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with reasonable due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed on the Project Site by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of the Project shall remain the property of the Company and may be removed by the Company. Such property shall be subject to *ad valorem* taxes.

Section 8.2. Additional Improvements on the Project Site. The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all

ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, governmental regulations and requirements.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, and subject to the terms of the Mortgage, the Company may contest any such mechanics' or other similar lien if the Company (1) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable and subject to delay to the extent caused by such fire or other casualty, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) Unless the Company makes the determination described in subsection (f) below, if any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any Lender under the terms of the Mortgage. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under any Mortgage to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of any Lender under a Mortgage (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Notwithstanding anything to the contrary set forth herein, the City shall have no right, for its own account, to the Net Proceeds of any property insurance maintained in accordance with **Section 7.2** of this Lease; provided that such Net Proceeds shall be applied in accordance with this Lease and the Mortgage (if any).

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, and any Lender under a Mortgage (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or

construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of any Lender under a Mortgage (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company and the Lender.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, and subject to the rights of the Lender, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the terms and conditions of the Mortgage; (b) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)** hereof, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project. The Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during business hours, subject to 24 hours' advance written notice and the Company's usual safety and security requirements (and provided that no such access need be granted with respect to an occupied residential unit), to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease, and (d) exhibiting the Project to prospective purchasers, lessees or trustees subsequent to an Event of Default.

Section 10.4. Granting of Easements; Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(b)** and (c), if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties

entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance; *provided that* the City shall not be required to undertake any duties or payment obligations under such instruments and shall make only such representations as it deems appropriate in its sole discretion. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(b) and (c)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The right of a Lender to foreclose upon the lien of a Mortgage or accept a deed in lieu of foreclosure from the Company shall not require the consent of the City, if written notice of the proposed sale or assignment is provided to the City at least fifteen (15) days prior thereto. The City acknowledges and agrees that the Company may further finance and refinance its rights and interests in the Project, this Lease, and the leasehold estate created hereby with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such Mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The Company may mortgage the fee estate held by the City with the consent of the City, not to be unreasonably withheld, conditioned, or delayed. In connection with any Mortgage, the Company shall have the right to assign this Lease, the leasehold estate, any sublease, and any rights in connection therewith, and/or grant liens or security interests therein, to any Lender. Any further sublease or assignment by any Lender shall be subject to the provisions of **Section 13.1(c)**.

(c) With respect to a future Mortgage, upon notice by the Company to the City in writing that it has executed a Mortgage under which it has granted rights in this Lease to a Lender which includes the name and address of such Lender, the following provisions shall apply in respect of each such Lender:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Lender;

(2) the City shall serve upon each such Lender (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served

upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Lender (at the address, if any, provided to the City);

(3) each Lender shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Lender as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of each Lender under this **Section 10.4(c)** as to such other events of default. Without limiting the generality of the foregoing, any Lender holding a Mortgage of the fee simple interest or leasehold interest in the Project may cause the sale of the fee simple interest or any leasehold interest of the Company, as applicable, to be sold at foreclosure sale conducted in accordance with applicable law and the terms of the Mortgage, may accept assignment of this Lease in lieu of foreclosure and may appoint a receiver for the Project, all without obtaining the prior written consent of the City (provided that the City's right to exercise remedies under this Lease against any successor in interest shall not be reduced by virtue of such transfer);

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Lender and permitting such Lender (or its designee, nominee, assignee, or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Lender (or its designee, nominee, assignee, or transferee) is diligently prosecuting such cure); provided that the Lender (or its designee, nominee, assignee, or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(6) such Lenders (and their designees, nominees, assignees, or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Mortgage(s).

(d) In connection with the execution of one or more Mortgages, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Lender and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Mortgage, provided that the City shall not be required to undertake any duties or payment obligations under such documents and shall make only such representations as it deems appropriate in its sole discretion. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(e) This Lease is subject and subordinate to any Mortgage executed or consented to by the Company and the Lender shall not be required to grant any right of non-disturbance with respect to this Lease.

(f) Notwithstanding anything contained to the contrary in this Lease, (a) the Company shall have the right to assign this Lease and any subleases to a Lender or to the designee or nominee of a Lender, without the consent of the City, and (b) if a Lender or its designee or nominee shall acquire ownership of the leasehold estate, either following foreclosure of the applicable Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof, said Lender or its designee or nominee shall have the further right to further assign this Lease and any subleases and any purchase money mortgage accepted in connection therewith, without the consent of the City and such assignee shall enjoy all rights, powers and privileges granted herein to said Lender; provided, however, that such Lender or its assignee or nominee, or their assignee or nominee, shall assume in writing all rights, duties and obligations of the Company under this Lease.

(g) During the term of any Mortgage, the following provisions shall apply:

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without the prior written consent of the applicable Lender;

(ii) if this Lease shall terminate prior to the expiration of the Lease Term, the City shall enter into a new lease for the Project with the applicable Lender or its designee or nominee, for the remainder of the Lease Term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the new tenant as against the Company and/or anyone claiming under the Company, and the City, simultaneously with the execution and delivery of such new lease, shall turn over to the new tenant all monies, if any, then held by the City under the Lease on behalf of the Company, on condition that:

(A) The applicable Lender shall make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, the applicable Lender shall cure all defaults of the Company under the Lease (susceptible of being cured by such Lender) which remain uncured on that date, and shall pay or cause to be paid all unpaid sums which at such time would have been payable under this Lease but for such termination, and shall pay or cause to be paid to the City on that date all fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the City or the Trustee in connection with any such default and termination as well as in connection with the execution and delivery of such new lease;

(iii) if a Lender or its designee or nominee shall become the owner of this Lease either following foreclosure of a Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and said Lender or its designee or nominee shall have assigned this Lease, said Lender or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

(h) The City agrees that any requested consent or signature of the City to any Mortgage under this Section (including any related document, including but not limited to documents subordinating the City's fee interest in the Project Site or any portion thereof to a Mortgage) may be given by the City Manager, in his or her discretion, without further approval of the City Council.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the “Indemnified Parties”) from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the purchase, construction, extension or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any liability of an Indemnified Party resulting from a failure to comply with Section 107.170 of the Revised Statutes of Missouri, as amended, with respect to the Project, (f) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (g) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (h) any claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not extend to (i) the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City (except in the case of failure to comply with Section 107.170), or (ii) the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the City for any claim relating to the failure of such party to perform its obligations under this Lease or the Indenture. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel satisfactory to the Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but except as otherwise set forth in this Section, the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the

Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets, the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease; and, further provided, that if not the Owner of 100% in principal amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) \$50,000,000. The term “net worth,” as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 13.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee, at the Company’s expense, shall file all instruments the Owner of the Bonds shall deem necessary to be filed. The Trustee shall, pursuant to **Section 805** of the Indenture, file continuation statements of originally filed financing statements for so long as the Bonds shall be Outstanding provided a copy of such originally financing statements is timely delivered to the Trustee. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Such notice may be waived by the City and the Trustee in their discretion. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus
- (b) an amount of money equal to the Trustee's reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus
- (c) an amount of money equal to all PILOT Payments and other payments due and payable pursuant to **Article VI** hereof through the end of the calendar year in which the date of purchase occurs; plus
- (d) the sum of \$100.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

- (a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) Documents, including without limitation a deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payments due under **Article VI** of this Lease. The amount of the purchase price under this Section shall be \$100 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee. If the Company fails to complete the purchase of the Project at the expiration of the Lease Term or at any time set for mandatory redemption, the City is specifically authorized to convey the Project back to the Company with or without terminating this Lease and, in such case, may unilaterally terminate this Lease by an instrument signed by the City alone.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent for a period of 5 days following written notice to the Company by the City or the Trustee; or

(b) Default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Company by the City or the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding provided, however, at any time the Company is the owner of 100% in aggregate principal amount of all Bonds Outstanding, said notice must also have been given by the Owner of 100% in aggregate principal amount of all Bonds Outstanding or it shall not be effective; or

(c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 30 days after the City or the Trustee or the Owners of 25% in

aggregate principal amount of all Bonds Outstanding has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default provided that (1) the Company has commenced such cure within said 30-day period, and (2) the Company diligently prosecutes such cure to completion) provided, however, at any time the Company is the owner of 100% in aggregate principal amount of all Bonds Outstanding, said notice must also have been given by the Owner of 100% in aggregate principal amount of all Bonds Outstanding or it shall not be effective; or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(e) after commencement of construction, the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site or any material portion thereof, and the same remains uncared for or abandoned for a period of 90 days; unless the Project has been subject to a casualty and the Company is intending to rebuild the Project in accordance with **Section 9.1** hereof; or

(f) the Company, after completion of construction, operates any portion of the Project as other than a Permitted Facility for a period of 90 days; unless the Project has been subject to a casualty and the Company is intending to rebuild the Project.

With regard to any alleged default concerning which notice is given to the Company under the provisions of this Section, the City hereby grants the Company full authority for account of the City to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the City, with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts in order to remedy such default.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the City will promptly convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City. If the Company shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Trustee, the City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as

required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) Subject to subsection (c), below, the Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) Without the consent of the City, the Company shall have the right to sublet up to 25% of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any complying sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting of up to 25% of the Project thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act. Notwithstanding the foregoing, the Company may, in the ordinary course of its business, and without the prior approval of, or notice to, the City, enter into leases or subleases with one or more end users for the various parcels, units or space within the Project to be used for purposes commonly associated with the use of a Permitted Facility. For any sublease requiring consent of the City, such consent shall not be unreasonably withheld, conditioned or delayed, provided that the City may require that any sublessee for which consent is required demonstrate to the City's reasonable satisfaction that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the portion of the Project to be subleased.

(c) For any assignment of this Lease (except as otherwise allowed under **Section 10.4** with respect to a Lender and/or Mortgage), the Company shall obtain the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, unless such assignment is to an entity controlled by or under common control with or controlling the Company, in which event no written consent of the City shall be required. The City may require that any assignee for which consent is required demonstrate to the City's reasonable satisfaction that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the Project.

(d) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

(e) The City agrees that any requested consent or signature of the City to any sublease or assignment under this Article, including any related document, may be given by the City Manager, in his or her discretion, without further approval of the City Council.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor beneficiary of this Lease.

Section 13.3. Prohibition Against Fee Mortgage of Project. Except as otherwise set forth in Section 10.4, the City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily

withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns. Any Lender shall be a third party beneficiary of any provisions contained herein granting rights to any such Lender.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. Satisfaction of the Company's Obligations. Any obligation of the Company under this Lease, including, but not limited to, the obligations of the Company to pay Basic Rent, Additional Rent and to maintain insurance as required herein, may be performed by a member of the Company, and such performance by a member of the Company shall be treated as though the obligation were performed by the Company.

Section 15.11 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE.

Section 15.12. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Lease, beginning November 15, 2025, and also upon execution of this Lease.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF LIBERTY, MISSOURI

[SEAL]

By: _____
Name: Greg Canuteson
Title: Mayor

ATTEST:

By: _____
Name: Sarah Ranes
Title: Deputy City Clerk

DOWNTOWN LIBERTY INVESTMENTS LLC,
a Missouri limited liability company

By: _____

Name: Tim Harris

Title: Authorized Representative

EXHIBIT A

PROJECT SITE

The following described real estate located in Clay County, Missouri:

All of the North half of each of Lots 110 and 111, and that part of Lot 104, in the Original Town of Liberty, in Clay County, Missouri, described as follows: Beginning at the Southwest corner of Lot 104, thence East 100 feet, thence North 2 feet 9 inches more or less to the center of a brick wall in the South line of a building erected thereof, thence West in the center line of said wall 100 feet more or less to the West line of Lot 104, thence South 2 feet 9 inches to the Point of Beginning, EXCEPT all of the East 95 feet of the North One-half of Lot 110 and further EXCEPT that part of the North half of Lot 111, described as follows: Beginning at a point where the East end of a brick wall intersects the South line of the North half of the said Lot 111, said point being 24.5 feet West of the Southeast corner of said North half of said Lot 111, thence West along the South line of said North half of said Lot 111, 17.20 feet to its intersection with the center line of said wall, thence Easterly along said center line 17.2 feet to the East and thereof thence South along the East end of said wall 0.18 feet to the Point of Beginning of such exception.

ALSO, all that part of the South half of Lot 111 in the Original Town of Liberty, in Clay County, Missouri, described as follows: Beginning at the Northwest corner of said South half; thence East along the North line of said South half 62.30 feet to its intersection with the center-line of a brick wall; thence Westerly along the centerline of said brick wall 62.30 feet to the West line of said Lot 111; thence North 0.65 feet to the Point of Beginning. All that part of vacated Water Street in the Original Town of Liberty, in Clay County, Missouri, described as follows: Beginning at the Northwest corner of Lot 111, in the Original Town of Liberty, in Clay County, Missouri; thence South along the West line of said Lot 111, 35.65 feet to the centerline of a brick wall;

thence West, along the centerline of said wall, 2.55 feet to the West end thereof; thence North 37.23 feet to the centerline of another brick wall; thence East along the centerline of said brick wall, 2.70 feet to the West line of Lot 104 in said Original Town; thence South 1.58 feet to the Point of Beginning.

including:

TRACT I:

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.

TRACT II:

The North Half of the South Half of Lot One Hundred Ten (110) and One Hundred Eleven (111) as marked and numbered on the plat of the ORIGINAL TOWN OF LIBERTY, being Seventeen and one-half (17 1/2) feet fronting on Water Street and running back to Missouri Street, being same property conveyed to William H Wittoff in Book W, Page 382, of the Clay County, Missouri deed records.

Also the North Half of the North Wall of a two-story brick building located on the South Half of the South Half of Lot One Hundred Eleven (111), ORIGINAL TOWN OF LIBERTY, conveyed to Louise B Wittoff in Book 106, Page 287, deed records of Clay County, Missouri; also the South Half of the South Wall of a one-story brick building on the North Half of the Lot One Hundred Eleven (111), ORIGINAL TOWN OF LIBERTY, as shown in deed from Anthony S Brown recorded in Book 106, Page 288, of the Clay County, Missouri, deed records. Together with all party-wall agreements.

including:

All that part of Lot 122, Original Town of Liberty, Clay County, Missouri, described as follows: Commencing at the Southwest corner of Lot 122, Original Town of Liberty, Clay County, Missouri; thence North 00 degrees 13 minutes 35 seconds West along the West line of Lot 122, a distance of 47.00 feet to the centerline of a party wall, the point of beginning; thence North 89 degrees 46 minutes 25 seconds East along the centerline of a party wall, a distance of 82.43 feet; thence North 00 degrees 13 minutes 35 seconds West, a distance of 22.13 feet to a point on the centerline of a party wall; thence South 89 degrees 46 minutes 25 seconds West, along the centerline of a party wall, a distance of 32.83 feet; thence South 00 degrees 13 minutes 35 seconds East, a distance of 1.13 feet; thence South 89 degrees 46 minutes 25 seconds West, along the centerline of a party wall, a distance of 49.60 feet to a point on the West line of Lot 122; thence South 00 degrees 13 minutes 35 seconds East along the West line of Lot 122, a distance of 21.00 feet to the point of beginning.

The above description is also known as Tract A, on the Certificate of Survey recorded September 22, 2011 as Document No. 2011029996 in Plat Book H at Page 29, as corrected by Affidavit filed July 10, 2015 as Document No. 2015022694 in Book 7533, at Page 27.

Also that portion of vacated right-of-way of North Water Street lying West of and adjacent to the above described land, having been abolished by the document recorded August 10, 2010 as Document No. 2010026776 in Book 6460 at Page 95, and more fully described as follows: Beginning at the Southwest corner of Lot 122, Original Town of Liberty, Clay County, Missouri; thence North 89 degrees 31 minutes 01 seconds West, a

distance of 3.46 feet; thence North 00 degrees 28 minutes 59 seconds East, a distance of 68.00 feet; thence South 89 degrees 31 minutes 01 seconds East, a distance of 3.76 feet to a point on the East line of said Water Street; thence South 00 degrees 28 minutes 59 seconds West, a distance of 68.00 feet to the point of beginning.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The demolition of existing structures and the construction and reconstruction on the Project Site of replacement structures consisting of a mixed-use multifamily and commercial project with approximately 16 multifamily units, and approximately 10,060 square feet of commercial space for retail and restaurant uses, together with site work, parking facilities, and related infrastructure.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF FEBRUARY 1, 2025, BETWEEN CITY OF LIBERTY, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF FEBRUARY 1, 2025, BETWEEN CITY OF LIBERTY, MISSOURI AND DOWNTOWN LIBERTY INVESTMENTS LLC.

The undersigned Authorized Company Representative hereby states and certifies that:

1. The total shown below is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements. The total amount of this requisition and all prior requisitions are as follows:

<u><i>Date of Project Costs</i></u>	<u><i>Amount Submitted in this Requisition</i></u>	<u><i>Requisitions Submitted to Date (Including this Requisition)</i></u>

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the construction and improvement of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

5. With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

DOWNTOWN LIBERTY INVESTMENTS LLC

By: _____
Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
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EXHIBIT D

FORM OF CERTIFICATE OF INSURANCE COMPLIANCE

The undersigned, being the Authorized Company Representative for Downtown Liberty Investments LLC, as tenant (the “Company”), under a certain Lease Agreement dated as of February 1, 2025, between the City of Liberty, Missouri (the “City”), and the Company (the “Lease”), and as beneficiary of the City’s Taxable Industrial Development Revenue Bonds (Water Street Lofts Project), Series 2025, issued pursuant to a certain Trust Indenture dated as of February 1, 2025 (the “Indenture”), hereby certifies pursuant to Article VII of Lease:

1. All capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings set forth in the Lease.

2. The policies of insurance required to in place pursuant to Article VII of the Lease are effective and the premiums with respect thereto have been paid in full as of the date set forth below. Such policies comply with the terms and provisions set forth in Article VII, and the Company is in compliance with the provisions of Article VII.

3. The undersigned will notify the Trustee 10 days prior to any cancellation or material change to such policies; the policies currently in effect have an expiration date of _____, 20__.

4. The Trustee may conclusively rely on this Certificate of Insurance Compliance without further investigation.

5. Attached hereto are insurance certificates showing compliance with the liability and casualty insurance requirements of Article VII of the Lease.

IN WITNESS WHEREOF, the undersigned Authorized Company Representative has signed this Certificate, and the statements of fact made in this Certificate are true and correct.

Authorized Company Representative

Date: _____

ATTACHMENTS:

1. Liability insurance certificate(s)
2. Casualty insurance certificate(s)

Note: all insurance certificates must show the City and the Trustee as additional insureds.

APPENDIX I

PILOT PAYMENT SCHEDULE

<u><i>Calendar Year</i></u>	<u><i>PILOT Payment</i></u>
2025	\$8,629
2026	8,629
2027	8,629
2028	8,629
2029	8,629
2030	8,629
2031	8,629
2032	8,629
2033	8,629
2034	8,629
2035	8,629
2036	8,629
2037	8,629
2038	8,629
2039	8,629
2040	8,629
2041	50% of Taxes Otherwise Due
2042	50% of Taxes Otherwise Due
2043	50% of Taxes Otherwise Due
2044	50% of Taxes Otherwise Due
2045	50% of Taxes Otherwise Due
2046	50% of Taxes Otherwise Due
2047	50% of Taxes Otherwise Due
2048	50% of Taxes Otherwise Due
2049	50% of Taxes Otherwise Due
2050	50% of Taxes Otherwise Due

\$7,580,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF LIBERTY, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(WATER STREET LOFTS PROJECT)
SERIES 2025

DATED AS OF FEBRUARY 1, 2025

BOND PURCHASE AGREEMENT

Mayor and City Council
Liberty, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Downtown Liberty Investments LLC, a Missouri limited liability company (the “Purchaser”), offers to purchase from the City of Liberty, Missouri (the “City”), the above-referenced series of Taxable Industrial Development Revenue Bonds (the “Bonds”), to be issued by the City, under and pursuant to an ordinance passed by the governing body of the City on January 13, 2025 (the “Ordinance”) and a Trust Indenture dated as of February 1, 2025 (the “Indenture”), by and between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a special charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease and any and all other agreements relating thereto. The proceeds of the Bonds shall be used to finance the Project for Downtown Liberty Investments LLC, a Missouri limited liability company (the “Company”), and to pay for the costs incurred in connection with the issuance of the Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, or the Indenture; and

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to conduct business in the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, or to the best of Purchaser's knowledge, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, with regard to Purchaser, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be deposited in the Project Fund as provided in **Section 502** of the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in **Section 4.4** of the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs and the outstanding principal amount of the Bonds shall increase by each such Additional Payment which deposit(s) and payment(s) shall be recorded via a transaction entry on the trust records held by the Trustee; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed \$7,580,000.

As used herein, the term "Closing Date" shall mean _____, 2025, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean \$_____.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$7,580,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee and any person controlling the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the “Indemnified Parties”), against any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds; provided, however, the indemnification contained in this paragraph shall not extend to such Indemnified Party if such loss, claim, damage, liability or expense is (a) the result of the Indemnified Party’s negligence or willful misconduct, or (b) the Indemnified Party is not following the written instructions of the Owner of the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE PURCHASER’S OBLIGATIONS

The Purchaser’s obligations hereunder shall be subject to the due performance by the City of the City’s obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City’s representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture, this Agreement and the Lease and any other instrument contemplated thereby and they shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Company shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Company herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds; and

(d) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the address of the City as provided in the Indenture for notices to the City required thereunder; any notice or other communication to be given to the Purchaser or the Company under this Agreement may be given by delivering the same in writing to the address of the Company as provided in the Indenture for notices to the Company thereunder.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser to any party to which the Lease is assigned, or otherwise may be assigned

with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS; ELECTRONIC STORAGE

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of this page intentionally left blank]

Very truly yours,

DOWNTOWN LIBERTY INVESTMENTS LLC,
a Missouri limited liability company,
as Purchaser and as Company

By: _____

Name: Tim Harris

Title: Authorized Representative

Accepted and Agreed to:

CITY OF LIBERTY, MISSOURI

[SEAL]

By: _____
Name: Greg Canuteson
Title: Mayor

ATTEST:

By: _____
Name: Sarah Ranes
Title: Deputy City Clerk

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL
DEVELOPMENT PROJECT FOR THE WATER STREET LOFTS
PROJECT; AUTHORIZING THE CITY OF LIBERTY, MISSOURI TO
ISSUE A SERIES OF TAXABLE INDUSTRIAL DEVELOPMENT
REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED
\$7,580,000; AND AUTHORIZING AND APPROVING CERTAIN
DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

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

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

WHEREAS, the leasing of residential property for a profit is a commercial undertaking; and

WHEREAS, the City has received a proposal for a development consisting of the demolition of existing structures and the construction and reconstruction of replacement structures consisting of a mixed-use multifamily and commercial project with approximately 16 multifamily units, and approximately 10,060 square feet of commercial space for retail and restaurant uses, together with site work, parking facilities, and related infrastructure, all situated at the northeast corner of the intersection of E. Kansas Street and N. Water Street in the City (the “Project”); and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for an industrial development project (the “Plan”), gave notice of the Plan by mail to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on January 13, 2025; and

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

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

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

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

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

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

SECTION I

Promotion of Economic Development and Commercial Nature of Project.

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

SECTION II

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

SECTION III

Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Water Street Lofts Project) in an aggregate principal amount not to exceed \$7,580,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form,

shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof. The sale of the Bonds to the Company at private sale pursuant to the provisions of Section 108.170 of Revised Statutes of Missouri, as amended, at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

SECTION IV

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

SECTION V

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

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

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

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

SECTION VI

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

SECTION VII

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

SECTION VIII

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

ORDINANCE NO. _____(CONT.)

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

[SEAL]

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR

EXHIBIT A TO ORDINANCE NO. _____

PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF December 6, 2024 to January 3, 2025

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

The attached lists of vendor checks as drawn by the finance director is hereby
acknowledged, in the amounts and to the persons as listed. Said report is hereby
incorporated by reference as part of this ordinance. Total disbursements by individual
fund is also hereby acknowledged as listed below:

FUND NAME	FUND NUMBER	AMOUNT
GENERAL OPERATING FUND	100	\$ 3,019,842.07
LIMITED CAPITAL FUND	350	\$ 48,142.32
TIF-BLUE JAY CROSSING	709	\$ 33,685.10
LIBERTY CORNERS CID	605	\$ 4,332.87
CAPTIAL SALES TAX FUND	351	\$ 174,959.93
TRANSPORTATION SALES TAX FUND	352	\$ 66,777.18
FIRE SALES TAX FUND	356	\$ 318.00
PARKS FUND	460	\$ 1,242.03
SPORTS COMPLEX FUND	461	\$ 21,324.13
COMMUNITY CENTER FUND	465	\$ 88,615.42
TRANSIENT GUEST TAX FUND	244	\$ 32,552.54
CEMETERY MAINTENANCE FUND	247	\$ 2,798.00
WATER OPERATING FUND	590	\$ 120,953.30
WASTEWATER OPERATING FUND	591	\$ 109,185.33
WATER CAPITAL FUND	592	\$ 2,567.73
WASTEWATER CAPITAL FUND	593	\$ 2,645.18
SOLID WASTE FUND	595	\$ 172,598.59
PAYROLL CHECKS & BENEFITS	12/13 & 12/27	\$ 2,706,236.94
TOTAL APPROPRIATIONS		<u><u>\$ 6,608,776.66</u></u>

PASSED by the Council this 13th day of January, 2025.

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 13th day of January, 2025.

MAYOR

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

DECEMBER 13, 2024

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 12/12/2024 and 12/13/2024;

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188660; 12/13/2024; Outstanding; null										
	16	TELEFLEX LLC	9509290697	12/03/2024	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,330.00
CHECK TOTAL FOR CHECK NUMBER 188660										\$ 1,330.00
188661; 12/13/2024; Outstanding; null										
	51	WATERSMART SOFTWARE, INC.	064-F1000001054	12/05/2024	FINANCE		592-70003-801-0000 00	COMPUTER SOFTWARE	Software usage cost Nov 2024 to Oct 2025	\$ 1,302.84
	51	WATERSMART SOFTWARE, INC.	064-F1000001054	12/05/2024	FINANCE		593-70003-901-0000 00	COMPUTER SOFTWARE	Software usage cost Nov 2024 to Oct 2025	\$ 2,645.18
	51	WATERSMART SOFTWARE, INC.	064-F1000001054	12/05/2024	FINANCE		590-14001-000-0000 00	OTHER PREPAYMENTS	2025 PREPAY software	\$ 6,514.25
	51	WATERSMART SOFTWARE, INC.	064-F1000001054	12/05/2024	FINANCE		591-14001-000-0000 00	OTHER PREPAYMENTS	2025 PREPAY software	\$ 13,225.90
CHECK TOTAL FOR CHECK NUMBER 188661										\$ 23,688.17
188662; 12/13/2024; Outstanding; null										
	81	BRADY INDUSTRIES OF KANS	9525064	12/05/2024	PARKS & REC-PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	2024 CITYWIDE CUSTODIAL	\$ 352.87
CHECK TOTAL FOR CHECK NUMBER 188662										\$ 352.87
188663; 12/13/2024; Outstanding; null										
	147	GUILD COLLECTIVE	3612	12/06/2024	TRANSIENT GUEST TAX		244-55028-119-0000 00	ADVERTISING	Google Ads for December	\$ 2,250.00
CHECK TOTAL FOR CHECK NUMBER 188663										\$ 2,250.00
188664; 12/13/2024; Outstanding; null										
	147	GUILD COLLECTIVE	3595	12/06/2024	TRNST GST TX-PO		244-55009-119-0000 00	CONSULTING SRVCS - WAYFINDING	ADMIN VISIT LIBERTY	\$ 4,925.00
CHECK TOTAL FOR CHECK NUMBER 188664										\$ 4,925.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188665; 12/13/2024; Outstanding; null										
	189	DELL MARKETING LP	10784602052	11/25/2024	TECH & LOGISTICS		100-60004-170-000000	MINOR COMPUTER EQUIPMENT	desktops	\$ 20,904.00
	189	DELL MARKETING LP	10785480464	11/30/2024	TECH & LOGISTICS		100-60004-170-000000	MINOR COMPUTER EQUIPMENT	laptops and docks	\$ 22,257.40
CHECK TOTAL FOR CHECK NUMBER 188665										\$ 43,161.40
188666; 12/13/2024; Outstanding; null										
Membership Dues	293	MO MUNICIPAL LEAGUE	10510500	11/25/2024	CITY COUNCIL		100-59013-100-000000	MEMBERSHIP DUES	Membership Dues	\$ 4,648.38
CHECK TOTAL FOR CHECK NUMBER 188666										\$ 4,648.38
188667; 12/13/2024; Outstanding; null										
	298	ALL NATIONS FLAG CO INC	92207	07/02/2024	FIRE		100-53000-300-000000	GENERAL SUPPLIES	Fire flags	\$ 1,922.00
CHECK TOTAL FOR CHECK NUMBER 188667										\$ 1,922.00
188668; 12/13/2024; Outstanding; null										
	432	TRAVELERS INDEMNITY COMPANY	000654434	11/27/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Insurance Deductible - 07.28.2023	\$ 5,000.00
CHECK TOTAL FOR CHECK NUMBER 188668										\$ 5,000.00
188669; 12/13/2024; Outstanding; null										
	604	MAMA & ME CHILDREN'S BOUTIQUE	2024	12/05/2024	TRANSIENT GUEST TAX		244-55035-119-000000	OTHER FEES	Art Mini Grant 2024 Monthly Music Class	\$ 500.00
CHECK TOTAL FOR CHECK NUMBER 188669										\$ 500.00
188670; 12/13/2024; Outstanding; null										
	612	SKYLAR ANDERSON	12/10/2024	12/10/2024	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 188670										\$ 20.00

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

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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188671; 12/13/2024; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	12/10/2024	12/10/2024	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 64.00
CHECK TOTAL FOR CHECK NUMBER 188671										\$ 64.00
188672; 12/13/2024; Cleared; 12/13/2024										
	617	STAR DEVELOPMENT CORP	DEC2024	12/09/2024	NONE		709-55048-613-0000 00	DEVELOPER REIMBURSEMENT	DEC 2024 PYMT	\$ 33,685.10
CHECK TOTAL FOR CHECK NUMBER 188672										\$ 33,685.10
188673; 12/13/2024; Outstanding; null										
	646	AT&T SERVICES, INC.	0220240906 0196	12/04/2024	UTILITIES		592-70020-801-0000 00	CONSTRUCTION CONTRACT	Southview Rd Project - Line hit & damaged	\$ 1,234.89
CHECK TOTAL FOR CHECK NUMBER 188673										\$ 1,234.89
188674; 12/13/2024; Outstanding; null										
	669	MYRICK MECHANICAL	2439	12/10/2024	UTILITIES		591-57005-902-0000 00	WATER PLANT MAINTENANCE	WWTP - Repairs	\$ 323.82
	669	MYRICK MECHANICAL	2440	12/10/2024	UTILITIES		591-57005-902-0000 00	WATER PLANT MAINTENANCE	WWTP - Heating	\$ 2,220.00
CHECK TOTAL FOR CHECK NUMBER 188674										\$ 2,543.82
188675; 12/13/2024; Outstanding; null										
	728	CHERRYROAD MEDIA INC	NOVEMBER 2024	11/30/2024	FINANCE		100-53000-130-0000 00	GENERAL SUPPLIES	Fin Subscript November 2024	\$ 51.00
CHECK TOTAL FOR CHECK NUMBER 188675										\$ 51.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188676; 12/13/2024; Outstanding; null										
	777	STERICYCLE, INC.	8009050888	11/25/2024	MULTI		100-55044-116-000000	MISCELLANEOUS FEES	Court	\$ 20.69
	777	STERICYCLE, INC.	8009050888	11/25/2024	MULTI		100-55044-140-000000	MISCELLANEOUS FEES	Personnel	\$ 20.96
	777	STERICYCLE, INC.	8009050888	11/25/2024	MULTI		100-55044-111-000000	MISCELLANEOUS FEES	City Clerk	\$ 27.95
	777	STERICYCLE, INC.	8009050888	11/25/2024	MULTI		100-55044-130-000000	MISCELLANEOUS FEES	Finance	\$ 30.34
	777	STERICYCLE, INC.	8009050888	11/25/2024	MULTI		100-55044-501-000000	MISCELLANEOUS FEES	Records/Dispatch	\$ 119.03
CHECK TOTAL FOR CHECK NUMBER 188676										\$ 218.97
188677; 12/13/2024; Outstanding; null										
	781	TEKLAB, INC.	318442	12/11/2024	UTILITIES		591-55034-902-000000	PRETREATMENT PROGRAM	IPP Laboratory Services	\$ 337.50
	781	TEKLAB, INC.	318262	12/10/2024	UTILITIES-PO		591-55020-902-000000	LAB FEES	WWT LAB SERVICES	\$ 629.80
CHECK TOTAL FOR CHECK NUMBER 188677										\$ 967.30
188678; 12/13/2024; Outstanding; null										
	863	SMARSH INC.	INV-235740	11/30/2024	TECH & LOGISTICS		100-57030-170-000000	SOFTWARE MAINTENANCE	Facebook Professional Archive Capture	\$ 5.67
CHECK TOTAL FOR CHECK NUMBER 188678										\$ 5.67
188679; 12/13/2024; Outstanding; null										
	914	BPUZZLD, LLC	0000018	12/09/2024	TRANSIENT GUEST TAX		244-59011-119-000000	HOMETOWN HOLIDAYS	Kids craft services for Hometown Holidays	\$ 406.15
CHECK TOTAL FOR CHECK NUMBER 188679										\$ 406.15
188680; 12/13/2024; Outstanding; null										
	1059	CLAY CO RECORDER	20240027367	12/10/2024	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	H Hwy Water Easement	\$ 30.00
CHECK TOTAL FOR CHECK NUMBER 188680										\$ 30.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188681; 12/13/2024; Outstanding; null										
	1216	CONSTRUCTION MATERIAL TRUCKING	05248760	11/26/2024	UTILITIES		591-55026-902-0000 00	FEES-LIME SLUDGE DISPOSAL	WTP - Lime Disposal	\$ 2,970.00
CHECK TOTAL FOR CHECK NUMBER 188681										\$ 2,970.00
188682; 12/13/2024; Outstanding; null										
	1573	OVERHEAD DOOR CO	SVC/ 262-988605	10/18/2024	UTILITIES		591-57005-902-0000 00	WATER PLANT MAINTENANCE	WWTP - Service Call/ Repairs	\$ 429.98
CHECK TOTAL FOR CHECK NUMBER 188682										\$ 429.98
188683; 12/13/2024; Outstanding; null										
	1788	CENTRAL POWER SYSTEMS INC	R110016834	12/06/2024	FIRE		100-57009-301-0000 00	VEHICLE MAINTENANCE	605 Low Coolant Alarm Repair	\$ 237.92
CHECK TOTAL FOR CHECK NUMBER 188683										\$ 237.92
188684; 12/13/2024; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85581412	12/05/2024	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 5.86
	2300	BOUND TREE MEDICAL LLC	85579263	12/04/2024	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 481.21
	2300	BOUND TREE MEDICAL LLC	85579264	12/04/2024	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 900.40
CHECK TOTAL FOR CHECK NUMBER 188684										\$ 1,387.47
188685; 12/13/2024; Outstanding; null										
	2759	PUBLIC WATER DIST #5	10/8-11/8	11/25/2024	FINANCE		591-57005-902-0000 00	WATER PLANT MAINTENANCE	Water Service	\$ 40.00
	2759	PUBLIC WATER DIST #5	10/8-11/8/24	11/25/2024	FINANCE		590-55036-802-0000 00	WATER PURCHASES-KANSAS CITY	Water Service	\$ 283.00
CHECK TOTAL FOR CHECK NUMBER 188685										\$ 323.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188686; 12/13/2024; Outstanding; null										
	3524	LIBERTY PETTY CASH	12092024	12/09/2024	PARKS & RECREATION		465-53000-420-0000 00	GENERAL SUPPLIES	Health & Wellness Supplies	\$ 21.02
	3524	LIBERTY PETTY CASH	12092024	12/09/2024	PARKS & RECREATION		465-59026-420-0000 00	MISCELLANEOUS EXPENSES	Mileage - Hillary Schebo	\$ 80.67
	3524	LIBERTY PETTY CASH	12092024	12/09/2024	PARKS & RECREATION		465-44045-000-0000 00	FAMILY - MONTHLY	Family Membership fees	\$ 84.50
	3524	LIBERTY PETTY CASH	12092024	12/09/2024	PARKS & RECREATION		100-53035-483-0000 00	PROGRAM SUPPLIES	Silver Center Nov Bdays	\$ 100.00
	3524	LIBERTY PETTY CASH	12092024	12/09/2024	PARKS & RECREATION		461-59026-451-0000 00	MISCELLANEOUS EXPENSES	Mileage - Brittany Johnston & Thomas Connor	\$ 103.85
	3524	LIBERTY PETTY CASH	12092024	12/09/2024	PARKS & RECREATION		100-59026-480-0000 00	MISCELLANEOUS EXPENSES	Kellerstrass Mileage	\$ 180.30
CHECK TOTAL FOR CHECK NUMBER 188686										\$ 570.34
188687; 12/13/2024; Outstanding; null										
	4458	HASTY AWARDS	10241643	10/22/2024	PARKS & RECREATION		461-53003-451-0000 00	RECREATION SUPPLIES	Soccer Medals	\$ 127.92
CHECK TOTAL FOR CHECK NUMBER 188687										\$ 127.92
188688; 12/13/2024; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERT	12	12/02/2024	P&D-PO		100-59018-160-0000 00	HDLI CONTRACT	2024 HDLI CONTRACT	\$ 3,333.33
CHECK TOTAL FOR CHECK NUMBER 188688										\$ 3,333.33
188689; 12/13/2024; Outstanding; null										
	4537	FRATERNAL ORDER OF POLICE	11.2024	11/30/2024	FINANCE		100-21021-000-0000 00	UNION DUES PAYABLE-POLICE	Payrolls 11/1 & 11/15	\$ 2,053.00
CHECK TOTAL FOR CHECK NUMBER 188689										\$ 2,053.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188690; 12/13/2024; Outstanding; null										
	4708	T & E COMPANY INC	202408692	12/05/2024	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Tire Repair - #181	\$ 72.50
	4708	T & E COMPANY INC	202408692	12/05/2024	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Tire Repair - #181	\$ 72.50
CHECK TOTAL FOR CHECK NUMBER 188690										\$ 145.00
188691; 12/13/2024; Outstanding; null										
	4763	PRINTING UNLIMITED	71546	12/11/2024	UTILITIES		590-53000-801-000000	GENERAL SUPPLIES	Service Interruption Notices	\$ 2,272.00
CHECK TOTAL FOR CHECK NUMBER 188691										\$ 2,272.00
188692; 12/13/2024; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0035581	12/03/2024	TECH & LOGISTICS		350-60010-170-000000	FACILITIES SECURITY EQUIP		\$ 19,872.61
	4908	AMERICAN DIGITAL SECURITY LLC	INV0034965	11/19/2024	TECH & LOGISTICS		350-60010-170-000000	FACILITIES SECURITY EQUIP		\$ 20,119.25
CHECK TOTAL FOR CHECK NUMBER 188692										\$ 39,991.86
188693; 12/13/2024; Outstanding; null										
	5257	NATHAN JONES	12/10/2024	12/10/2024	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
	5257	NATHAN JONES	12/10/2024	12/10/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 95.00
CHECK TOTAL FOR CHECK NUMBER 188693										\$ 121.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188694; 12/13/2024; Outstanding; null										
	5394	GALL'S INC	029783669	11/29/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 34.76
	5394	GALL'S INC	029783689	11/29/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 133.40
	5394	GALL'S INC	029813089	12/03/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 160.57
	5394	GALL'S INC	029836796	12/05/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 276.00
	5394	GALL'S INC	029833380	12/05/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 335.26
	5394	GALL'S INC	029838300	12/05/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 687.02
CHECK TOTAL FOR CHECK NUMBER 188694										\$ 1,627.01
188695; 12/13/2024; Outstanding; null										
	5460	VALVOLINE LLC	90912	12/10/2024	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Serviced Vehicle #193	\$ 59.17
CHECK TOTAL FOR CHECK NUMBER 188695										\$ 59.17
188696; 12/13/2024; Outstanding; null										
	5659	ROSEMARIE VON FINTEL	FALL 2024-3	12/11/2024	PARKS & RECREATION		465-55065-410-000000	COMMUNITY PROGRAMS	Dog Obedience Fall 2024-3	\$ 819.00
CHECK TOTAL FOR CHECK NUMBER 188696										\$ 819.00
188697; 12/13/2024; Outstanding; null										
	5662	SUMNERONE INC	4134546	12/05/2024	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	Toner cartridge	\$ 98.00
CHECK TOTAL FOR CHECK NUMBER 188697										\$ 98.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188698; 12/13/2024; Outstanding; null										
	5680	LAUREL SHOGER	12/10/2024	12/10/2024	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 70.50
	5680	LAUREL SHOGER	12/10/2024	12/10/2024	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 171.00
CHECK TOTAL FOR CHECK NUMBER 188698										\$ 241.50
188699; 12/13/2024; Outstanding; null										
	5694	RUSSELL FRICK	752310	12/12/2024	UTILITIES		591-57004-901-0000 00	MAINS & LINES MAINTENANCE	Dirt	\$ 250.00
	5694	RUSSELL FRICK	752310	12/12/2024	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Dirt	\$ 250.00
CHECK TOTAL FOR CHECK NUMBER 188699										\$ 500.00
188700; 12/13/2024; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD45698	12/05/2024	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	WTR HYDRATED LIME	\$ 8,786.68
CHECK TOTAL FOR CHECK NUMBER 188700										\$ 8,786.68
188701; 12/13/2024; Outstanding; null										
	5909	PERSONAL TOUCH ENGRAVING	39791	11/26/2024	PLANNING & DVLP		100-53032-150-0000 00	OUTSIDE PRINTING	Century House Plaque - Mason	\$ 167.50
CHECK TOTAL FOR CHECK NUMBER 188701										\$ 167.50
188702; 12/13/2024; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	544504988	12/11/2024	PARKS & RECREATION		100-57012-483-0000 00	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	\$ 409.72
	5910	KONICA MINOLTA BUSINESS SOLUTI	544504988	12/11/2024	PARKS & RECREATION		465-57012-420-0000 00	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	\$ 409.73
CHECK TOTAL FOR CHECK NUMBER 188702										\$ 819.45
188703; 12/13/2024; Outstanding; null										
	5952	T & W TIRE LLC	3040115213	12/09/2024	FIRE		100-57009-302-0000 00	VEHICLE MAINTENANCE	2 Steer and 2 Outer Dual Tire	\$ 1,982.28
CHECK TOTAL FOR CHECK NUMBER 188703										\$ 1,982.28

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188704; 12/13/2024; Outstanding; null										
	5996	SIEMENS INDUSTRY INC	5331708324	12/05/2024	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Sprinkler system repairs in theater	\$ 5,078.89
CHECK TOTAL FOR CHECK NUMBER 188704										\$ 5,078.89
188705; 12/13/2024; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4093023	11/27/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 54.75
	6014	ZOLL MEDICAL CORPORATION	4093421	11/28/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 640.96
CHECK TOTAL FOR CHECK NUMBER 188705										\$ 695.71
188706; 12/13/2024; Outstanding; null										
	6018	HDR ENGINEERING INC	1200675921	12/05/2024	PUB WRKS-PO		350-70017-203-000000	ENGINEERING DESIGN	PW SHEPHERD ROAD STUDY	\$ 3,883.75
CHECK TOTAL FOR CHECK NUMBER 188706										\$ 3,883.75
188707; 12/13/2024; Outstanding; null										
	6045	VEENSTRA & KIMM INC	47412-10	11/22/2024	PUB WRKS-PO		352-57035-201-000000	BRIDGE MAINT REPLC PROJ	RICHFIELD BRIDGE DESIGN	\$ 26,166.96
CHECK TOTAL FOR CHECK NUMBER 188707										\$ 26,166.96
188708; 12/13/2024; Cleared; 12/13/2024										
	6085	BRIXMOR SPE 5 LLC	DEC2024	12/09/2024	NONE		100-48028-000-000000	TIF ADMINISTRATIVE FEE	DEC ADMIN FEE	\$ (269.50)
	6085	BRIXMOR SPE 5 LLC	DEC2024	12/09/2024	NONE		605-55008-618-000000	ADMINISTRATIVE FEES	DEC ADMIN FEE	\$ 269.50
	6085	BRIXMOR SPE 5 LLC	DEC2024	12/09/2024	NONE		605-55044-618-000000	MISCELLANEOUS FEES	DEC 2024 PYMT	\$ 4,063.37
CHECK TOTAL FOR CHECK NUMBER 188708										\$ 4,063.37
188709; 12/13/2024; Outstanding; null										
	6100	MOAZ CONSTRUCTION INC	144	12/11/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Concrete - Clay St.	\$ 2,209.61
CHECK TOTAL FOR CHECK NUMBER 188709										\$ 2,209.61

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188710; 12/13/2024; Outstanding; null										
	6136	KITCHS LAWN CARE & LANDSC	2489	12/09/2024	CEMETERY MNTCE-PO	Mowing Week of 12.9.24	247-57024-204-0000 00	MOWING CONTRACT	2024 MOWING CONTRACT	\$ 2,100.00
CHECK TOTAL FOR CHECK NUMBER 188710										\$ 2,100.00
188711; 12/13/2024; Outstanding; null										
	6202	MADDEN MEDIA	2024-026929	11/30/2024	TRANSIENT GUEST TAX		244-55028-119-0000 00	ADVERTISING	Madden Media SEM Ads - November	\$ 343.77
CHECK TOTAL FOR CHECK NUMBER 188711										\$ 343.77
188712; 12/13/2024; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002272348	11/30/2024	FIRE		100-53009-302-0000 00	CHEMICALS	Fire oxygen	\$ 36.30
	6305	HELGET GAS PRODUCTS	0002891423	12/06/2024	FIRE		100-53009-302-0000 00	CHEMICALS	Fire oxygen	\$ 60.11
CHECK TOTAL FOR CHECK NUMBER 188712										\$ 96.41
188713; 12/13/2024; Outstanding; null										
	6334	COLLEGE PLACE WEST CONDOMINIUM	100	11/21/2024	PLANNING & DVLP		100-59005-160-0000 00	SPECIAL EVENTS	Repair & Maintenance of Monument Wall	\$ 1,847.25
CHECK TOTAL FOR CHECK NUMBER 188713										\$ 1,847.25
188714; 12/13/2024; Outstanding; null										
COPPER RIDGE APTS	6360	CLAY CO COLLECTOR	2024 PILOT-COPP	12/11/2024	NONE	COPPER RIDGE APTS	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT PAYMENT	\$ 229,950.00
US MOTORWORKS	6360	CLAY CO COLLECTOR	2024 PILOT-MOTO	12/11/2024	NONE	US MOTORWORK S PILOT PAYMENT	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT PAYMENT	\$ 32,535.00
CHECK TOTAL FOR CHECK NUMBER 188714										\$ 262,485.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188715; 12/13/2024; Outstanding; null										
	6471	JCI INDUSTRIES INC	8275770	12/10/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Repair Gate Operator #3	\$ 1,015.00
	6471	JCI INDUSTRIES INC	8275597	12/04/2024	UTILITIES		591-57003-902-000000	LIFT STATION MAINTENANCE	WWTP - Maintenance West Lift Station Pump	\$ 1,884.00
	6471	JCI INDUSTRIES INC	8275665	12/06/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	Board for Carrousel Equip	\$ 2,490.00
	6471	JCI INDUSTRIES INC	8274877	11/13/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Diverter	\$ 17,521.00
CHECK TOTAL FOR CHECK NUMBER 188715										\$ 22,910.00
188716; 12/13/2024; Outstanding; null										
	6763	MICHAEL S WIENANDS	12/10/2024	12/10/2024	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 20.00
CHECK TOTAL FOR CHECK NUMBER 188716										\$ 20.00
188717; 12/13/2024; Outstanding; null										
	7080	HAPPY TIMES T SHIRT COMPANY	058211	12/05/2024	TRANSIENT GUEST TAX		244-55035-119-000000	OTHER FEES	LAC Branding	\$ 1,020.00
CHECK TOTAL FOR CHECK NUMBER 188717										\$ 1,020.00
188718; 12/13/2024; Outstanding; null										
	7509	KAPKE & WILLERTH LLC	68552	12/10/2024	FINANCE		591-55005-903-000000	LEGAL FEES	Legal Fees	\$ 407.00
	7509	KAPKE & WILLERTH LLC	68552	12/10/2024	FINANCE		100-55005-111-000000	LEGAL FEES	Legal Fees	\$ 4,828.50
CHECK TOTAL FOR CHECK NUMBER 188718										\$ 5,235.50
188719; 12/13/2024; Outstanding; null										
	7626	CLAY CO PUBLIC HEALTH CENTER	06-0045 P2025	12/02/2024	PARKS & RECREATION	2025 Expense	100-14001-000-000000	OTHER PREPAYMENTS	2025 Pool Permits - Prepay	\$ 900.00
CHECK TOTAL FOR CHECK NUMBER 188719										\$ 900.00

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

City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188720; 12/13/2024; Outstanding; null										
	7683	RICOH USA, INC	108784997	11/30/2024	FIRE		100-53031-300-000000	COPIER LEASE & USAGE	Fire copier lease	\$ 137.89
CHECK TOTAL FOR CHECK NUMBER 188720										\$ 137.89
188721; 12/13/2024; Outstanding; null										
	8060	FLUID EQUIPMENT CO INC	5610728	12/10/2024	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Element Tube	\$ 478.80
CHECK TOTAL FOR CHECK NUMBER 188721										\$ 478.80
188722; 12/13/2024; Outstanding; null										
	8355	CENTRAL JACKSON CO FPD	TC24-251	12/09/2024	FIRE		100-53017-303-000000	CPR TRAINING SUPPLIES	Fire CPR cards	\$ 750.00
CHECK TOTAL FOR CHECK NUMBER 188722										\$ 750.00
188723; 12/13/2024; Outstanding; null										
	8397	REPUBLIC SERVICES #468	0468-004454288	11/30/2024	UTILITIES		590-55041-801-000000	CONTRACT LABOR	Dumpster Pickup Service	\$ 71.25
	8397	REPUBLIC SERVICES #468	0468-004454288	11/30/2024	UTILITIES		591-55041-901-000000	CONTRACT LABOR	Dumpster Pickup Service	\$ 71.26
	8397	REPUBLIC SERVICES #468	0468-004454288	11/30/2024	UTILITIES		591-55044-902-000000	MISCELLANEOUS FEES	Dumpster Pickup Service	\$ 71.26
	8397	REPUBLIC SERVICES #468	0468-004454159	11/30/2024	UTILITIES		591-55041-901-000000	CONTRACT LABOR	Dumpster Pickup Service	\$ 478.68
	8397	REPUBLIC SERVICES #468	0468-004454159	11/30/2024	UTILITIES		590-55041-801-000000	CONTRACT LABOR	Dumpster Pickup Service	\$ 478.69
	8397	REPUBLIC SERVICES #468	0468-004454159	11/30/2024	UTILITIES		591-55041-902-000000	CONTRACT LABOR	Dumpster Pickup Service	\$ 1,748.02
CHECK TOTAL FOR CHECK NUMBER 188723										\$ 2,919.16

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City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188724; 12/13/2024; Outstanding; null										
Meter Reads 10/27/2024 to 11/26/2024	8612	MIDWEST OFFICE TECHNOLOGY INC	INST438589	11/27/2024	ADMINISTRATI ON		100-53032-110-0000 00	OUTSIDE PRINTING	Meter Reads 10/27/2024 to 11/26/2024	\$ 194.22
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST439448	12/06/2024	PLANNING & DVLP		100-53031-201-0000 00	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 44.87
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST439448	12/06/2024	PLANNING & DVLP		100-53031-150-0000 00	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 44.88
CHECK TOTAL FOR CHECK NUMBER 188724										\$ 283.97
188725; 12/13/2024; Outstanding; null										
Legal Fees RR	8654	CUNNINGHAM, VOGEL & ROST PC	69812	11/30/2024	ADMINISTRATI ON		100-55005-111-00000 0	LEGAL FEES	Legal Fees RR	\$ 6,049.68
Legal Fees General	8654	CUNNINGHAM, VOGEL & ROST PC	69811	11/30/2024	ADMINISTRATI ON		100-55005-111-00000 0	LEGAL FEES	Legal Fees General	\$ 10,217.55
CHECK TOTAL FOR CHECK NUMBER 188725										\$ 16,267.23
188726; 12/13/2024; Outstanding; null										
	8879	ISABELLA PAOLETTI	12/10/2024	12/10/2024	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 20.00
	8879	ISABELLA PAOLETTI	12/10/2024	12/10/2024	PARKS & RECREATION		465-55054-410-0000 00	SWIM TEAM BASICS		\$ 25.00
	8879	ISABELLA PAOLETTI	12/10/2024	12/10/2024	PARKS & RECREATION		465-55056-410-0000 00	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
	8879	ISABELLA PAOLETTI	12/10/2024	12/10/2024	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 140.00
CHECK TOTAL FOR CHECK NUMBER 188726										\$ 211.00

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

City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188727; 12/13/2024; Outstanding; null										
	8963	UNITED RENTALS - NORTH AMERICA	241060157-001	11/22/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Road Plate - E Mississippi St	\$ 803.00
	8963	UNITED RENTALS - NORTH AMERICA	240882536-001	11/21/2024	UTILITIES		591-60000-901-000000	MINOR EQUIPMENT	Road Plates	\$ 3,456.00
	8963	UNITED RENTALS - NORTH AMERICA	240882536-001	11/21/2024	UTILITIES		590-60000-801-000000	MINOR EQUIPMENT	Road Plates	\$ 3,456.00
CHECK TOTAL FOR CHECK NUMBER 188727										\$ 7,715.00
188728; 12/13/2024; Outstanding; null										
	999999	KRISTINE KROHN	105-0160-00-07	12/05/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 140.44
CHECK TOTAL FOR CHECK NUMBER 188728										\$ 140.44
188729; 12/13/2024; Outstanding; null										
	999999	CHAD LINZY	105-6550-00-03	12/05/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 55.72
CHECK TOTAL FOR CHECK NUMBER 188729										\$ 55.72
188730; 12/13/2024; Outstanding; null										
	999999	JOANN OATMAN	117-1785-00-02	12/05/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	Water Refund	\$ 73.74
CHECK TOTAL FOR CHECK NUMBER 188730										\$ 73.74
188731; 12/13/2024; Outstanding; null										
	999999	MCH SFR PROPERTY OWNER	117-3061-00-06	12/05/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	Water Refund	\$ 253.18
CHECK TOTAL FOR CHECK NUMBER 188731										\$ 253.18
188732; 12/13/2024; Outstanding; null										
	999999	AUSTIN LAUGHREY & RICARDO HALL	119-1520-00-24	12/05/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	Water Refund	\$ 120.31
CHECK TOTAL FOR CHECK NUMBER 188732										\$ 120.31

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188733; 12/13/2024; Outstanding; null										
	999999	JOHN SIPPEL & EMILY MOORE	119-2660-00-03	12/05/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	Water Refund	\$ 64.10
CHECK TOTAL FOR CHECK NUMBER 188733										\$ 64.10
188734; 12/13/2024; Outstanding; null										
	999999	CHARLOTTE DANIEL	119-3700-00-01	12/05/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	Water Refund	\$ 19.65
CHECK TOTAL FOR CHECK NUMBER 188734										\$ 19.65
188735; 12/13/2024; Outstanding; null										
	999999	JEREMY LATTA & JEREMY JOHNSON	123-2250-00-05	12/05/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	Water Refund	\$ 14.95
CHECK TOTAL FOR CHECK NUMBER 188735										\$ 14.95
188736; 12/13/2024; Outstanding; null										
	999999	JACKSON FOUTCH & MEGHAN BECK	125-5060-00-05	12/10/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 112.61
CHECK TOTAL FOR CHECK NUMBER 188736										\$ 112.61
188737; 12/13/2024; Outstanding; null										
	999999	FRAN SCHWENK	127-4180-00-01	12/10/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 92.68
CHECK TOTAL FOR CHECK NUMBER 188737										\$ 92.68
188738; 12/13/2024; Outstanding; null										
	999999	CHARLES SMITH	128-0033-00-16	12/10/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 140.44
CHECK TOTAL FOR CHECK NUMBER 188738										\$ 140.44
188739; 12/13/2024; Outstanding; null										
	999999	WALKER FLIPS KC	204-4450-00-03	12/10/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 188739										\$ 150.00

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188740; 12/13/2024; Outstanding; null										
	999999	David Sallee	2300345	12/06/2024	PARKS & RECREATION		465-44055-000-0000	MEETING ROOM RENTAL	remaining balance of Security Payment returned	\$ 1,396.00
CHECK TOTAL FOR CHECK NUMBER 188740										\$ 1,396.00
188741; 12/13/2024; Outstanding; null										
	999999	Agecy Music LLC	2301644	12/09/2024	PARKS & RECREATION		465-44055-000-0000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,006.00
CHECK TOTAL FOR CHECK NUMBER 188741										\$ 1,006.00
188742; 12/13/2024; Outstanding; null										
Cemetery Lot Repurchase NH 142 LT 3 Sp 1-3	999999	Peggy J Ball	PBALL2024	12/10/2024	CEMETERY MAINTENANC	Cemetery Lot Repurchase NH 142 LT 3 Sp 1-3	247-59025-204-0000	CEMETERY LOT REPURCHASE	Cemetery Lot Repurchase P Ball NH 142 Lt	\$ 650.00
CHECK TOTAL FOR CHECK NUMBER 188742										\$ 650.00
188743; 12/13/2024; Outstanding; null										
Customer: 3783, Trace: 12500960000263	999999	Bastonge Inc/Fiserv	QUICKPAY	12/10/2024	FINANCE		100-12002-000-0000	A/R REIMBURSEABLE EXPENSES	Refund-not our customer	\$ 218.50
CHECK TOTAL FOR CHECK NUMBER 188743										\$ 218.50
Grand Total:										\$ 568,395.72

Notes :

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

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

DECEMBER 20, 2024

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 12/19/2024 and 12/20/2024;

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188744; 12/20/2024; Outstanding; null										
	12	R. JOEL REINOEHL	AT0021	12/13/2024	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	Adam's Toyota Banner Sponsorship	\$ 37.48
	12	R. JOEL REINOEHL	AT0021	12/13/2024	PARKS & RECREATION		465-55043-420-0000 00	SPONSORSHIPS	Adam's Toyota Banner Sponsorship	\$ 56.23
	12	R. JOEL REINOEHL	PS0015	12/17/2024	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	Pediatric Smiles Banner Sponsorship	\$ 86.62
	12	R. JOEL REINOEHL	AT0021	12/13/2024	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Adam's Toyota Banner Sponsorship	\$ 114.54
	12	R. JOEL REINOEHL	HV-DGC004	12/17/2024	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	Hidden Valley Disc Golf Sponsorship	\$ 120.00
	12	R. JOEL REINOEHL	KCDG004	12/13/2024	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	KCDG Disc Golf Sponsorship	\$ 120.00
	12	R. JOEL REINOEHL	PS0015	12/17/2024	PARKS & RECREATION		465-55043-420-0000 00	SPONSORSHIPS	Pediatric Smiles Banner Sponsorship	\$ 129.94
	12	R. JOEL REINOEHL	RR039	12/13/2024	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Red Robin Field Sponsorship	\$ 199.80
	12	R. JOEL REINOEHL	CBW0010	12/13/2024	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	Camp Bow Wow Dog Park Sponsorship	\$ 225.00
	12	R. JOEL REINOEHL	PS0015	12/17/2024	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Pediatric Smiles Banner Sponsorship	\$ 264.69
CHECK TOTAL FOR CHECK NUMBER 188744										\$ 1,354.30
188745; 12/20/2024; Outstanding; null										
	73	MID-AMERICA REGIONAL COUNCIL	G-I-0018789	11/25/2024	PUB WRKS-PO		351-70023-201-0000 00	PROJECT CONTINGENCIES	Funding Agreement with MARC for SS4A	\$ 10,000.00
CHECK TOTAL FOR CHECK NUMBER 188745										\$ 10,000.00

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188746; 12/20/2024; Outstanding; null										
	81	BRADY INDUSTRIES OF KANS	9230322	09/11/2024	PARKS & RECREATION		461-53029-451-00000	MISCELLANEOUS SUPPLIES	Soap Dispensers	\$ 28.19
	81	BRADY INDUSTRIES OF KANS	9206427	09/04/2024	PARKS & RECREATION		461-53029-451-00000	MISCELLANEOUS SUPPLIES	Mop Heads	\$ 37.61
	81	BRADY INDUSTRIES OF KANS	9009064	07/02/2024	PARKS & RECREATION		461-57018-451-000000	MISC EQUIPMENT MAINT	Trash Bags	\$ 408.10
Reclass to 100.57020.202.00000	81	BRADY INDUSTRIES OF KANS	9413252	11/01/2024	PUB WRKS-PO	Reclass to 100.57020.202.000000	100-53008-160-00000	MAINTENANCE MATERIALS	2024 CITYWIDE CUSTODIAL	\$ 642.97
CHECK TOTAL FOR CHECK NUMBER 188746										\$ 1,116.87
188747; 12/20/2024; Outstanding; null										
	84	QUALITY PLUMBING, INC.	70619910	12/04/2024	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	Consultation	\$ 330.00
	84	QUALITY PLUMBING, INC.	69679626	11/13/2024	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Installation	\$ 13,537.80
CHECK TOTAL FOR CHECK NUMBER 188747										\$ 13,867.80
188748; 12/20/2024; Outstanding; null										
	95	CYCLONE INC	44746	11/30/2024	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	Portable Toilet at Training Tower	\$ 90.00
CHECK TOTAL FOR CHECK NUMBER 188748										\$ 90.00
188749; 12/20/2024; Outstanding; null										
	96	INSIGHT PUB SAFETY & FORENSIC	2013	12/05/2024	POLICE		100-55007-501-000000	TESTING FEES	Psych (Shadid)	\$ 550.00
CHECK TOTAL FOR CHECK NUMBER 188749										\$ 550.00
188750; 12/20/2024; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11330	12/02/2024	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Intake Processing, DNA Sample, Lab Exam	\$ 1,315.00
CHECK TOTAL FOR CHECK NUMBER 188750										\$ 1,315.00

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City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188751; 12/20/2024; Outstanding; null										
	151	WORLD FUEL SERVICES CORP	6845924	12/20/2024	PARKS & RECREATION		461-57001-451-00000	VEHICLE FUEL	fuel	\$ 1,227.49
	151	WORLD FUEL SERVICES CORP	7073801	08/23/2024	PARKS & RECREATION		461-57001-451-00000	VEHICLE FUEL	Fuel	\$ 1,911.97
	151	WORLD FUEL SERVICES CORP	6952795	07/03/2024	PARKS & RECREATION		461-57001-451-00000	VEHICLE FUEL	fuel	\$ 1,960.29
CHECK TOTAL FOR CHECK NUMBER 188751										\$ 5,099.75
188752; 12/20/2024; Outstanding; null										
	161	LAW OFFICE OF MARY M PARRISH	16010	12/06/2024	ADMINISTRATI ON		100-55005-115-00000	LEGAL FEES		\$ 500.00
	161	LAW OFFICE OF MARY M PARRISH	16011	12/12/2024	ADMINISTRATI ON		100-55005-115-00000	LEGAL FEES		\$ 500.00
CHECK TOTAL FOR CHECK NUMBER 188752										\$ 1,000.00
188753; 12/20/2024; Outstanding; null										
	186	PRIDE CLEANERS MJV-A LLC	168997-113024	12/01/2024	POLICE		100-59014-501-00000	CLOTHING EXPENSES	Jail Laundry	\$ 93.37
	186	PRIDE CLEANERS MJV-A LLC	333472-113024	12/01/2024	POLICE		100-59014-501-00000	CLOTHING EXPENSES	Uniform Cleaning	\$ 348.00
CHECK TOTAL FOR CHECK NUMBER 188753										\$ 441.37
188754; 12/20/2024; Outstanding; null										
	189	DELL MARKETING LP	10788809004	12/12/2024	TECH & LOGISTICS		100-60004-170-00000	MINOR COMPUTER EQUIPMENT	workstation	\$ 1,924.79
	189	DELL MARKETING LP	10788545590	12/11/2024	TECH & LOGISTICS		100-60004-170-00000	MINOR COMPUTER EQUIPMENT	laptops and docks	\$ 11,128.70
CHECK TOTAL FOR CHECK NUMBER 188754										\$ 13,053.49

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188755; 12/20/2024; Outstanding; null										
	314	RICOH USA, INC	39895279	10/29/2024	ANIMAL CONTROL		100-53031-165-00000	COPIER LEASE & USAGE	Late Fee	\$ 5.00
	314	RICOH USA, INC	9032749227	09/14/2024	ANIMAL CONTROL		100-53031-165-00000	COPIER LEASE & USAGE	Copier Lease Ref 39723744	\$ 91.26
	314	RICOH USA, INC	9032912548	12/14/2024	ANIMAL CONTROL		100-53031-165-00000	COPIER LEASE & USAGE	Copier Lease Ref 40004751	\$ 91.26
	314	RICOH USA, INC	5070207250	10/01/2024	ANIMAL CONTROL		100-53031-165-00000	COPIER LEASE & USAGE	Copier Usage	\$ 98.05
	314	RICOH USA, INC	39916760	11/15/2024	COURT		100-53031-116-00000	COPIER LEASE & USAGE	Periodic Payment	\$ 105.53
	314	RICOH USA, INC	40004193	12/13/2024	COURT		100-53031-116-00000	COPIER LEASE & USAGE	PERIODIC PAYMENT	\$ 105.53
	314	RICOH USA, INC	40004714	12/14/2024	FINANCE		100-53031-130-00000	COPIER LEASE & USAGE	Finance Copier Lease	\$ 139.85
	314	RICOH USA, INC	108771512	11/22/2024	POLICE		100-53031-512-00000	COPIER LEASE & USAGE	Records Lease December 2024	\$ 153.81
CHECK TOTAL FOR CHECK NUMBER 188755										\$ 790.29
188756; 12/20/2024; Outstanding; null										
	338	PREMIER TRUCK GROUP OF KC	805243952	12/12/2024	UTILITIES		591-57009-901-00000	VEHICLE MAINTENANCE	Seat Covers/Floor Mats - #120	\$ 232.12
CHECK TOTAL FOR CHECK NUMBER 188756										\$ 232.12
188757; 12/20/2024; Outstanding; null										
Copier Contract Charge	342	CANON FINANCIAL SERVICES, INC	36879596	12/13/2024	ADMINISTRATI ON		100-53031-110-00000	COPIER LEASE & USAGE	Copier Contract Charge	\$ 152.00
	342	CANON FINANCIAL SERVICES, INC	36878464	12/13/2024	PUBLIC WORKS		100-53031-201-00000	COPIER LEASE & USAGE	Copier Lease-December	\$ 76.00
	342	CANON FINANCIAL SERVICES, INC	36878464	12/13/2024	PUBLIC WORKS		100-53031-150-00000	COPIER LEASE & USAGE	Copier Lease-December	\$ 76.00
CHECK TOTAL FOR CHECK NUMBER 188757										\$ 304.00

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

City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188758; 12/20/2024; Outstanding; null										
	367	CLINICAL COUNSELING ASSOC	12/13/2024	12/13/2024	POLICE		100-55044-502-000000	MISCELLANEOUS FEES	Police Peer Support Services	\$ 120.00
CHECK TOTAL FOR CHECK NUMBER 188758										\$ 120.00
188759; 12/20/2024; Outstanding; null										
	388	BB MURALS	LMO-ICO-24	12/10/2024	TRANSIENT GUEST TAX		244-60000-119-000000	MINOR EQUIPMENT	Icosahedron purchase	\$ 4,000.00
CHECK TOTAL FOR CHECK NUMBER 188759										\$ 4,000.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188760; 12/20/2024; Outstanding; null										
	391	LINEAGE MAILING SERVICES	301311	11/30/2024	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 59.26
	391	LINEAGE MAILING SERVICES	301311	11/30/2024	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 59.27
	391	LINEAGE MAILING SERVICES	301312	11/30/2024	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Folding news insert	\$ 63.27
	391	LINEAGE MAILING SERVICES	301312	11/30/2024	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Folding news insert	\$ 63.27
	391	LINEAGE MAILING SERVICES	301310	11/14/2024	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 71.33
	391	LINEAGE MAILING SERVICES	301310	11/14/2024	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 71.34
	391	LINEAGE MAILING SERVICES	301311	11/30/2024	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 170.11
	391	LINEAGE MAILING SERVICES	301311	11/30/2024	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 170.12
	391	LINEAGE MAILING SERVICES	301310	11/14/2024	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 219.25
	391	LINEAGE MAILING SERVICES	301310	11/14/2024	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 219.26
	391	LINEAGE MAILING SERVICES	301314	11/30/2024	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 398.86
	391	LINEAGE MAILING SERVICES	301314	11/30/2024	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 398.87
	391	LINEAGE MAILING SERVICES	301313	11/30/2024	FINANCE		591-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 444.20
	391	LINEAGE MAILING SERVICES	301313	11/30/2024	FINANCE		590-53032-131-00000	OUTSIDE PRINTING	Util bill processing	\$ 444.20
	391	LINEAGE MAILING SERVICES	301314	11/30/2024	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 1,032.54
	391	LINEAGE MAILING SERVICES	301314	11/30/2024	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 1,032.55

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188760; 12/20/2024; Outstanding; null										
	391	LINEAGE MAILING SERVICES	301313	11/30/2024	FINANCE		591-59010-131-00000	POSTAGE	Util bill postage	\$ 1,155.29
	391	LINEAGE MAILING SERVICES	301313	11/30/2024	FINANCE		590-59010-131-00000	POSTAGE	Util bill postage	\$ 1,155.30
CHECK TOTAL FOR CHECK NUMBER 188760										\$ 7,228.29
188761; 12/20/2024; Outstanding; null										
	471	VSM ENGINEERING LLC	1296	12/02/2024	PUB WRKS-PO		352-57033-201-0000	SIDEWALK MAINTENANCE PROGRAM	PO for the contract amendment with VSM Engineering	\$ 4,970.00
CHECK TOTAL FOR CHECK NUMBER 188761										\$ 4,970.00
188762; 12/20/2024; Outstanding; null										
	482	FIRE FIGHTERS ASSOC OF MO	2025	12/16/2024	FIRE		100-14001-000-0000	OTHER PREPAYMENTS	Prepay - 2025 Fire membership dues	\$ 680.00
CHECK TOTAL FOR CHECK NUMBER 188762										\$ 680.00
188763; 12/20/2024; Outstanding; null										
	546	LIBERTY COMMUNITY CHORUS	LCC2024	12/01/2024	TRANSIENT GUEST TAX		244-59009-119-0000	CONTRIBUTIONS TO PROJECTS	Tourism Grant for Liberty Community Chorus	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 188763										\$ 1,000.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188764; 12/20/2024; Outstanding; null										
includes prepaid - 100-14001-000-0000	594	KEEPER SECURITY, INC	INV346427	12/04/2024	IT-CONTRACT		100-57030-170-000000	SOFTWARE MAINTENANCE	Keeper Maint/renewal	\$ 1,714.49
includes prepaid - 100-14001-000-0000	594	KEEPER SECURITY, INC	INV346427	12/04/2024	IT-CONTRACT		100-14001-000-000000	OTHER PREPAYMENTS	Prepay 2027	\$ 8,572.40
includes prepaid - 100-14001-000-0000	594	KEEPER SECURITY, INC	INV346427	12/04/2024	IT-CONTRACT		100-14001-000-000000	OTHER PREPAYMENTS	Prepay 2025	\$ 10,286.88
includes prepaid - 100-14001-000-0000	594	KEEPER SECURITY, INC	INV346427	12/04/2024	IT-CONTRACT		100-14001-000-000000	OTHER PREPAYMENTS	Prepay 2026	\$ 10,286.88
CHECK TOTAL FOR CHECK NUMBER 188764										\$ 30,860.65
188765; 12/20/2024; Outstanding; null										
	603	WICKLUND'S CARSTAR INC	54115	11/27/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	224 Repair (Deductible)	\$ 2,500.00
	603	WICKLUND'S CARSTAR INC	53967	12/12/2024	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Deductible for #183	\$ 2,500.00
CHECK TOTAL FOR CHECK NUMBER 188765										\$ 5,000.00
188766; 12/20/2024; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	12.17.24	12/17/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 188766										\$ 80.00
188767; 12/20/2024; Outstanding; null										
	634	USABBLUEBOOK	INV00552565	11/26/2024	UTILITIES		591-60000-902-000000	MINOR EQUIPMENT	WWTP - TSS Meter	\$ 8,187.10
CHECK TOTAL FOR CHECK NUMBER 188767										\$ 8,187.10

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188768; 12/20/2024; Outstanding; null										
Fire Chief Mills Retirement Reception	637	BLUSH FARMS CORK & BOARD	003007	12/16/2024	ADMINISTRATI ON		100-59026-110-0000 00	MISCELLANEOUS EXPENSES	Fire Chief Mills Retirement Reception	\$ 411.25
CHECK TOTAL FOR CHECK NUMBER 188768										\$ 411.25
188769; 12/20/2024; Outstanding; null										
	669	MYRICK MECHANICAL	2461	12/17/2024	PARKS & REC- PO		465-70001-420-0000 00	CAPITAL EQUIPMENT	LCC HVAC RTU #5 Purchase and Installation	\$ 21,419.40
CHECK TOTAL FOR CHECK NUMBER 188769										\$ 21,419.40
188770; 12/20/2024; Outstanding; null										
	669	MYRICK MECHANICAL	2466	12/17/2024	UTILITIES-PO		100-57019-160-0000 00	BUILDING MAINTENANCE	CITY WIDE HVAC MAINTENAN	\$ 1,144.00
CHECK TOTAL FOR CHECK NUMBER 188770										\$ 1,144.00
188771; 12/20/2024; Outstanding; null										
	690	LIBERTY HOSPITAL URGENT CARE	00135224-00	11/30/2024	HR & RISK MGMT		100-55029-140-0000 00	RECRUITMENT EXPENSES	Pre-employment physical/drug screen	\$ 663.00
	690	LIBERTY HOSPITAL URGENT CARE	00135224-00	11/30/2024	HR & RISK MGMT		100-55044-140-0000 00	MISCELLANEOUS FEES	Random drug screening/ immunizations	\$ 706.00
CHECK TOTAL FOR CHECK NUMBER 188771										\$ 1,369.00
188772; 12/20/2024; Outstanding; null										
	728	CHERRYROAD MEDIA INC	218303	11/30/2024	ADMINISTRATI ON		100-55037-160-0000 00	ELECTION EXPENSE	Municipal Election Filing - 2025	\$ 71.64
CHECK TOTAL FOR CHECK NUMBER 188772										\$ 71.64
188773; 12/20/2024; Outstanding; null										
	762	SUPERIOR-BOWEN ASPHALT	50418	12/05/2024	PUBLIC WORKS		351-57032-201-00000 0	GRAVEL/ROCK- STREET REPAIRS	ST Rock	\$ 262.60
CHECK TOTAL FOR CHECK NUMBER 188773										\$ 262.60

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188774; 12/20/2024; Outstanding; null										
	781	TEKLAB, INC.	318471	12/12/2024	UTILITIES		591-55034-902-000000	PRETREATMENT PROGRAM	WWTP - IPP Laboratory Services	\$ 337.50
	781	TEKLAB, INC.	318738	12/17/2024	UTILITIES-PO		591-55020-902-000000	LAB FEES	WWT LAB SERVICES	\$ 475.60
CHECK TOTAL FOR CHECK NUMBER 188774										\$ 813.10
188775; 12/20/2024; Outstanding; null										
	805	EMS MANAGEMENT & CONSULTANTS	EMS-010471	11/30/2024	NONE		100-55041-160-000000	CONTRACT LABOR	AMB BILLING CHARGES-NOV	\$ 10,967.70
CHECK TOTAL FOR CHECK NUMBER 188775										\$ 10,967.70
188776; 12/20/2024; Outstanding; null										
	911	INDELCO PLASTICS CORPORATION	INV496482	11/30/2024	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Black HDPE Pipe	\$ 2,189.40
CHECK TOTAL FOR CHECK NUMBER 188776										\$ 2,189.40
188777; 12/20/2024; Outstanding; null										
	911	INDELCO PLASTICS CORPORATION	INV496525	11/30/2024	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Pipe Supplies	\$ 2,761.16
CHECK TOTAL FOR CHECK NUMBER 188777										\$ 2,761.16
188778; 12/20/2024; Outstanding; null										
	915	FIBER PLATFORM, LLC	SI-24-042684	12/01/2024	TECH & LOGISTICS		100-56008-170-000000	TELECOMMUNICATION CIRCUITS	fiber	\$ 7,682.00
CHECK TOTAL FOR CHECK NUMBER 188778										\$ 7,682.00
188779; 12/20/2024; Outstanding; null										
Community Partners Meeting Breakfast	916	MORNING GLORY VI, LLC	N/A	12/13/2024	CITY COUNCIL		100-59004-100-000000	MEETING EXPENSE	Community Partners Meeting Breakfast	\$ 258.20
CHECK TOTAL FOR CHECK NUMBER 188779										\$ 258.20

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188780; 12/20/2024; Outstanding; null										
	917	LAW FIRM OF KENNETH L JAMISON	1487	12/15/2024	COURT		100-55005-116-000000	LEGAL FEES	Legal fees	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 188780										\$ 1,000.00
188781; 12/20/2024; Outstanding; null										
	1059	CLAY CO RECORDER	20240028024	12/17/2024	PLANNING & DVLP		100-55016-150-000000	RECORDING FEES	Duffield Lot Split	\$ 69.00
	1059	CLAY CO RECORDER	20240028024	12/17/2024	PLANNING & DVLP		100-55016-150-000000	RECORDING FEES	Country Village Plat	\$ 169.00
CHECK TOTAL FOR CHECK NUMBER 188781										\$ 238.00
188782; 12/20/2024; Outstanding; null										
	1155	GRAINGER	9347806763	12/16/2024	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Beacon Lights	\$ 626.60
CHECK TOTAL FOR CHECK NUMBER 188782										\$ 626.60
188783; 12/20/2024; Outstanding; null										
	1184	MO STATE HIGHWAY PATROL	812HP025XLP D11	12/04/2024	POLICE		100-54001-501-000000	REGISTRATION FEES	Fingerprinting (Shadid)	\$ 13.25
CHECK TOTAL FOR CHECK NUMBER 188783										\$ 13.25
188784; 12/20/2024; Outstanding; null										
	1216	CONSTRUCTION MATERIAL TRUCKING	05248808	12/02/2024	UTILITIES		590-55027-802-000000	FEES-BIOSOLID DISPOSAL	WTP - Biosolid Removal	\$ 9,045.00
	1216	CONSTRUCTION MATERIAL TRUCKING	05248860	12/11/2024	UTILITIES		590-55027-802-000000	FEES-BIOSOLID DISPOSAL	WTP - Biosolid Removal	\$ 9,382.50
CHECK TOTAL FOR CHECK NUMBER 188784										\$ 18,427.50
188785; 12/20/2024; Outstanding; null										
	1787	PURCELL TIRE AND RUBBER CO	3284191	12/09/2024	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	ST Tires	\$ 1,154.00
CHECK TOTAL FOR CHECK NUMBER 188785										\$ 1,154.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188786; 12/20/2024; Outstanding; null										
Hach has performed this service for the Wastewater Plant sin	2210	HACH INC	14255286	11/09/2024	UTILITIES-PO		591-55041-902-000000	CONTRACT LABOR	Hach Service Contract HACH714462	\$ 27,147.00
CHECK TOTAL FOR CHECK NUMBER 188786										\$ 27,147.00
188787; 12/20/2024; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85588259	12/11/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 485.70
	2300	BOUND TREE MEDICAL LLC	85584577	12/09/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 736.28
CHECK TOTAL FOR CHECK NUMBER 188787										\$ 1,221.98
188788; 12/20/2024; Outstanding; null										
	2328	DAY STAR CORP	602562-000	11/01/2024	PUBLIC WORKS		100-59015-203-000000	PROTECTIVE CLOTHING	ST Gloves	\$ 176.06
CHECK TOTAL FOR CHECK NUMBER 188788										\$ 176.06
188789; 12/20/2024; Outstanding; null										
	2545	KNAPHEIDE TRUCK EQUIPMENT CO	047F174832	12/09/2024	PUBLIC WORKS		351-70001-201-000000	CAPITAL EQUIPMENT	ST Salt Spreader bearing kit	\$ 310.50
	2545	KNAPHEIDE TRUCK EQUIPMENT CO	047F174826	12/09/2024	PUBLIC WORKS		351-70001-201-000000	CAPITAL EQUIPMENT	ST Salt Spreader Hydraulic Unit	\$ 1,344.62
	2545	KNAPHEIDE TRUCK EQUIPMENT CO	047F160035	10/29/2024	UTILITIES		590-60000-801-000000	MINOR EQUIPMENT	Equipment for #186	\$ 3,701.00
CHECK TOTAL FOR CHECK NUMBER 188789										\$ 5,356.12
188790; 12/20/2024; Outstanding; null										
	2545	KNAPHEIDE TRUCK EQUIPMEN	047F173617	12/05/2024	PUB WRKS-PO		351-70001-201-000000	CAPITAL EQUIPMENT	PW TRUCK BED & SNOW PLOW	\$ 9,286.00
	2545	KNAPHEIDE TRUCK EQUIPMEN	047F173617	12/05/2024	PUB WRKS-PO		351-70001-201-000000	CAPITAL EQUIPMENT	PW TRUCK BED & SNOW PLOW	\$ 38,700.00
CHECK TOTAL FOR CHECK NUMBER 188790										\$ 47,986.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188791; 12/20/2024; Outstanding; null										
	2767	K C WINWATER WORKS CO	337172-02	12/10/2024	UTILITIES		591-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #504	\$ 70.00
	2767	K C WINWATER WORKS CO	337379-01	12/06/2024	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #031	\$ 177.00
	2767	K C WINWATER WORKS CO	336891-01	11/25/2024	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Inventory	\$ 207.00
	2767	K C WINWATER WORKS CO	337172-01	12/03/2024	UTILITIES		591-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #501,#503,#492	\$ 229.00
	2767	K C WINWATER WORKS CO	337372-01	12/12/2024	UTILITIES		590-60000-801-0000 00	MINOR EQUIPMENT	Equipment - Sockets	\$ 304.64
	2767	K C WINWATER WORKS CO	337172-01	12/03/2024	UTILITIES		591-57004-901-0000 00	MAINS & LINES MAINTENANCE	Inventory	\$ 602.00
	2767	K C WINWATER WORKS CO	337379-01	12/06/2024	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Inventory	\$ 1,647.50
	2767	K C WINWATER WORKS CO	337265-01	12/04/2024	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Inventory - PVC Pipe	\$ 4,691.40
	2767	K C WINWATER WORKS CO	336891-01	11/25/2024	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Parts - #290,#500,#268,#261,#270,#430	\$ 5,401.00
CHECK TOTAL FOR CHECK NUMBER 188791										\$ 13,329.54
188792; 12/20/2024; Outstanding; null										
	2795	BARTS ELECTRIC CO INC	28785	08/09/2024	PUBLIC WORKS		100-57020-202-0000 00	FACILITIES MAINTENANCE	City Hall - outlet	\$ 905.75
CHECK TOTAL FOR CHECK NUMBER 188792										\$ 905.75
188793; 12/20/2024; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281238515	12/16/2024	PARKS & RECREATION		465-57018-420-0000 00	MISC EQUIPMENT MAINT	Facility Mats 12.16.24	\$ 117.70
CHECK TOTAL FOR CHECK NUMBER 188793										\$ 117.70

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188794; 12/20/2024; Outstanding; null										
	2958	ROADBUILDERS MACHINERY INC	P87747	12/12/2024	UTILITIES		591-57018-901-00000	MISC EQUIPMENT MAINT	Parts - Skidsteer	\$ 180.88
	2958	ROADBUILDERS MACHINERY INC	P87747	12/12/2024	UTILITIES		590-57018-801-00000	MISC EQUIPMENT MAINT	Parts - Skidsteer	\$ 180.88
CHECK TOTAL FOR CHECK NUMBER 188794										\$ 361.76
188795; 12/20/2024; Outstanding; null										
	3068	SITE ONE LANDSCAPE SUPPLY LLC	M148716703	12/18/2024	PARKS & RECREATION		461-53009-451-00000	CHEMICALS	chemical and fertilizer	\$ 5,560.54
CHECK TOTAL FOR CHECK NUMBER 188795										\$ 5,560.54
188796; 12/20/2024; Outstanding; null										
	3524	LIBERTY PETTY CASH	12172024	12/17/2024	PARKS & RECREATION		460-54000-400-00000	TRAINING TRAVEL	Tom Garland November Mileage	\$ 164.82
	3524	LIBERTY PETTY CASH	12172024	12/17/2024	PARKS & RECREATION		100-53035-483-00000	PROGRAM SUPPLIES	Silver Center Birthday Party	\$ 200.00
	3524	LIBERTY PETTY CASH	12172024	12/17/2024	PARKS & RECREATION		461-59026-451-00000	MISCELLANEOUS EXPENSES	Brittany Johnston & Paula Ruf November Mileage	\$ 258.62
CHECK TOTAL FOR CHECK NUMBER 188796										\$ 623.44
188797; 12/20/2024; Outstanding; null										
	4100	UMB BANK N A	996384	12/09/2024	FINANCE	LM17 SO BOND ADMIN FEE	356-80018-305-00000	DEBT SERVICE FEES	LM17 SO BOND ADMIN FEE	\$ 318.00
CHECK TOTAL FOR CHECK NUMBER 188797										\$ 318.00
188798; 12/20/2024; Outstanding; null										
	4522	ENSZ & JESTER PC	040	11/30/2024	HR & RISK MGMT		100-55005-140-00000	LEGAL FEES	Legal fees	\$ 122.50
CHECK TOTAL FOR CHECK NUMBER 188798										\$ 122.50

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188799; 12/20/2024; Outstanding; null										
	4609	LARRYS TRUCK REPAIR	0002181	12/03/2024	PUBLIC WORKS		100-57009-201-000000	VEHICLE MAINTENANCE	Vehicle Maintenance #714	\$ 564.21
	4609	LARRYS TRUCK REPAIR	0002180	12/03/2024	PUBLIC WORKS		100-57009-201-000000	VEHICLE MAINTENANCE	Vehicle Maintenance #719	\$ 606.42
	4609	LARRYS TRUCK REPAIR	2178	12/03/2024	PUBLIC WORKS		100-57009-201-000000	VEHICLE MAINTENANCE	Vehicle Maintenance #715	\$ 639.80
	4609	LARRYS TRUCK REPAIR	0002179	12/03/2024	PUBLIC WORKS		100-57009-201-000000	VEHICLE MAINTENANCE	Vehicle Maintenance #711	\$ 716.14
	4609	LARRYS TRUCK REPAIR	0002177	12/03/2024	PUBLIC WORKS		100-57009-201-000000	VEHICLE MAINTENANCE	Vehicle Maintenance #700	\$ 800.41
CHECK TOTAL FOR CHECK NUMBER 188799										\$ 3,326.98
188800; 12/20/2024; Outstanding; null										
	4656	ANCHOR TRUCKING SERVICE INC	24-9556	12/13/2024	UTILITIES		590-55027-802-000000	FEES-BIOSOLID DISPOSAL	Moving Equipment	\$ 400.00
CHECK TOTAL FOR CHECK NUMBER 188800										\$ 400.00
188801; 12/20/2024; Outstanding; null										
	4804	MILL SUPPLY INC	485663	08/30/2024	PUBLIC WORKS		100-57040-203-000000	SUPPLIES-SNOW REMOVAL	ST Plow Edge Kits	\$ 4,351.44
CHECK TOTAL FOR CHECK NUMBER 188801										\$ 4,351.44

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188802; 12/20/2024; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	510711	12/17/2024	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Rabie Canine 1 yr Booster Pd by Donation	\$ 18.00
	4817	VETERINARY CENTER OF LIBERTY	510711	12/17/2024	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	shelter euthanasia in clinic	\$ 26.00
	4817	VETERINARY CENTER OF LIBERTY	23207	12/13/2024	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	feline spay	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	22668	05/28/2024	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	neuter	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23088	12/04/2024	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Spay	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23191	12/12/2024	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	canine spay	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23180	12/16/2024	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	canine spay	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23149	12/03/2024	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	510521	12/10/2024	ANIMAL CONTROL		100-53001-165-000000	MEDICAL SUPPLIES	FVRCP Vaccines, x25	\$ 203.88
CHECK TOTAL FOR CHECK NUMBER 188802										\$ 577.88
188803; 12/20/2024; Outstanding; null										
	4946	TREMCO INC	97879403	11/26/2024	PARKS & REC-PO	Infrared Scan	465-57019-420-000000	BUILDING MAINTENANCE	CCTR ROOF REPAIRS	\$ 3,850.00
CHECK TOTAL FOR CHECK NUMBER 188803										\$ 3,850.00
188804; 12/20/2024; Outstanding; null										
	5066	TYLER TECHNOLOGIES-INCODE DIV	025-487448	12/01/2024	TECH & LOGISTICS		100-57030-170-000000	SOFTWARE MAINTENANCE	incode court online	\$ 175.00
CHECK TOTAL FOR CHECK NUMBER 188804										\$ 175.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188805; 12/20/2024; Outstanding; null										
	5135	HILL'S PET NUTRITION SALES INC	251675776	12/14/2024	ANIMAL CONTROL		100-53007-165-000000	FOOD	shelter food	\$ 766.92
CHECK TOTAL FOR CHECK NUMBER 188805										\$ 766.92
188806; 12/20/2024; Outstanding; null										
	5223	CITY TREASURER	2024-12	12/16/2024	MULTI		351-57013-201-000000	RADIO MAINTENANCE	Dec PW 56 x 18.47	\$ 1,034.32
	5223	CITY TREASURER	2024-12	12/16/2024	MULTI		100-57013-301-000000	RADIO MAINTENANCE	Dec FD 64 x 18.47	\$ 1,182.08
	5223	CITY TREASURER	2024-12	12/16/2024	MULTI		100-57013-501-000000	RADIO MAINTENANCE	Dec PD 74 x 18.47	\$ 1,366.78
CHECK TOTAL FOR CHECK NUMBER 188806										\$ 3,583.18
188807; 12/20/2024; Outstanding; null										
	5257	NATHAN JONES	12.17.24	12/17/2024	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
	5257	NATHAN JONES	12.17.24	12/17/2024	PARKS & RECREATION		460-51000-400-000000	REGULAR		\$ 76.00
CHECK TOTAL FOR CHECK NUMBER 188807										\$ 102.00
188808; 12/20/2024; Outstanding; null										
	5333	ED M FELD EQUIPMENT CO INC	0447798-IN	11/21/2024	FIRE		100-59015-301-000000	PROTECTIVE CLOTHING	PPE Helmets	\$ 1,632.00
CHECK TOTAL FOR CHECK NUMBER 188808										\$ 1,632.00
188809; 12/20/2024; Outstanding; null										
	5351	GOODYEAR TIRE DISTRIBUTION CTR	0000038929	12/04/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	Tires (24)	\$ 3,060.00
CHECK TOTAL FOR CHECK NUMBER 188809										\$ 3,060.00
188810; 12/20/2024; Outstanding; null										
	5393	AXON ENTERPRISES INC	INUS303031	12/01/2024	POLICE-PO		100-70001-502-000000	CAPITAL EQUIPMENT	POL TASER PURCHASE	\$ 46,066.00
CHECK TOTAL FOR CHECK NUMBER 188810										\$ 46,066.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188811; 12/20/2024; Outstanding; null										
	5394	GALL'S INC	029877845	12/10/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 15.72
	5394	GALL'S INC	029920123	12/13/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 232.14
	5394	GALL'S INC	029865345	12/09/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 304.40
	5394	GALL'S INC	029916878	12/13/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 3,367.55
	5394	GALL'S INC	029644570	11/14/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Loy Boots	\$ 229.46
CHECK TOTAL FOR CHECK NUMBER 188811										\$ 4,149.27
188812; 12/20/2024; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	5655	12/17/2024	ANIMAL CONTROL		100-59014-165-000000	CLOTHING EXPENSES	Heather Stewart's Pants	\$ 179.97
	5482	ALTERATIONS & CUSTOM SEWING ST	5667	12/11/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Norris	\$ 28.00
	5482	ALTERATIONS & CUSTOM SEWING ST	5645	12/03/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Bledsoe Stripes	\$ 54.00
	5482	ALTERATIONS & CUSTOM SEWING ST	5578	12/04/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Bledsoe Pants	\$ 139.98
	5482	ALTERATIONS & CUSTOM SEWING ST	5610	11/26/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Colwell Pants	\$ 139.98
	5482	ALTERATIONS & CUSTOM SEWING ST	5539	12/03/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Milburn Pants	\$ 209.97
CHECK TOTAL FOR CHECK NUMBER 188812										\$ 751.90

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188813; 12/20/2024; Outstanding; null										
	5575	TW SPORTSWEAR, LLC	54316	12/03/2024	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	PKS CHAMPIONSHIP SHIRTS	\$ 277.72
	5575	TW SPORTSWEAR, LLC	53409	10/15/2024	PARKS & RECREATION		465-59014-420-000000	CLOTHING EXPENSES	Apparel Health & Wellness	\$ 80.46
	5575	TW SPORTSWEAR, LLC	53409	10/15/2024	PARKS & RECREATION		460-59014-403-000000	CLOTHING EXPENSES	Apparel Parks Maintenance	\$ 94.97
CHECK TOTAL FOR CHECK NUMBER 188813										\$ 453.15
188814; 12/20/2024; Outstanding; null										
	5662	SUMNERONE INC	4139022	12/11/2024	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	Toner Cartridge - Tise Office	\$ 80.00
	5662	SUMNERONE INC	4066024	09/25/2024	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	Toner Cartridge - Yellow & Magenta	\$ 285.00
CHECK TOTAL FOR CHECK NUMBER 188814										\$ 365.00
188815; 12/20/2024; Outstanding; null										
Copy paper	5670	CLAYTON PAPER & DISTRIBUTION	004104	12/09/2024	FINANCE		100-13002-000-000000	INVENTORY-CENTRAL SUPPLY	Copy paper	\$ 689.25
CHECK TOTAL FOR CHECK NUMBER 188815										\$ 689.25
188816; 12/20/2024; Outstanding; null										
	5680	LAUREL SHOGER	12.17.24	12/17/2024	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 70.50
	5680	LAUREL SHOGER	12.17.24	12/17/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 152.00
CHECK TOTAL FOR CHECK NUMBER 188816										\$ 222.50
188817; 12/20/2024; Outstanding; null										
	5701	LIBERTY PLUMBING HEATING & AC	1327	11/08/2024	FINANCE		100-59026-160-000000	MISCELLANEOUS EXPENSES	SHARON FIENE - TOILET WAX RING LABOR/MATERIAL	\$ 95.00
CHECK TOTAL FOR CHECK NUMBER 188817										\$ 95.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188818; 12/20/2024; Outstanding; null										
	5722	B&B THEATRES OPERATING CO INC	264	12/19/2024	TRANSIENT GUEST TAX		244-53026-119-0000 00	MAKE MUSIC DAY- SUPPLIES	Band Fee for Film Fest	\$ 300.00
CHECK TOTAL FOR CHECK NUMBER 188818										\$ 300.00
188819; 12/20/2024; Outstanding; null										
	5760	ALLMAX SOFTWARE INC	20241028	12/12/2024	UTILITIES		100-14001-000-0000 00	OTHER PREPAYMENTS	Prepay - Allmax Annual MSP Renewal 2025	\$ 4,294.50
CHECK TOTAL FOR CHECK NUMBER 188819										\$ 4,294.50
188820; 12/20/2024; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD47905	12/13/2024	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	WTR HYDRATED LIME	\$ 3,109.17
	5761	MISSISSIPPI LIME CO INC	CD47905	12/13/2024	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	WTP - Hydrated Lime	\$ 5,402.37
CHECK TOTAL FOR CHECK NUMBER 188820										\$ 8,511.54
188821; 12/20/2024; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	90095308	12/07/2023	FIRE		100-57018-302-0000 00	MISC EQUIPMENT MAINT	Monitor Maintenance	\$ 19,783.39
CHECK TOTAL FOR CHECK NUMBER 188821										\$ 19,783.39
188822; 12/20/2024; Outstanding; null										
	6030	REJIS COMMISSION	544435	12/13/2024	ADMINISTRATI ON		100-55044-116-0000 00	MISCELLANEOUS FEES	Mobile Ticketing Exported to JIS	\$ 148.50
CHECK TOTAL FOR CHECK NUMBER 188822										\$ 148.50
188823; 12/20/2024; Outstanding; null										
	6082	OTOCAST LLC	2024.0215	12/18/2024	TRANSIENT GUEST TAX		244-53022-119-0000 00	GRANT SUPPLIES	2024 exhibition audio guide	\$ 1,800.00
CHECK TOTAL FOR CHECK NUMBER 188823										\$ 1,800.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188824; 12/20/2024; Outstanding; null										
	6120	FOLEY EQUIPMENT CO INC	PS400551039	12/03/2024	PUBLIC WORKS		100-57009-203-0000 00	VEHICLE MAINTENANCE	St Veh Maintenance	\$ 375.70
CHECK TOTAL FOR CHECK NUMBER 188824										\$ 375.70
188825; 12/20/2024; Outstanding; null										
2024 PILOT- HEARTLAND B	6360	CLAY CO COLLECTOR	2024 PILOT-B	12/13/2024	NONE	2024 PILOT- HEARTLAND B	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT- HEARTLAND B	\$ 98,598.26
2024 PILOT- HEARTLAND C	6360	CLAY CO COLLECTOR	2024 PILOT-C	12/13/2024	NONE	2024 PILOT- HEARTLAND C	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT- HEARTLAND C	\$ 49,133.51
CHECK TOTAL FOR CHECK NUMBER 188825										\$ 147,731.77
188826; 12/20/2024; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-95276	12/11/2024	ANIMAL CONTROL		100-57019-165-00000 0	BUILDING MAINTENANCE	Shelter Window Cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 188826										\$ 80.00
188827; 12/20/2024; Outstanding; null										
	6399	LIBERTY YOUTH BALLET CO	2307436	12/16/2024	PARKS & RECREATION		465-44055-000-0000 00	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,269.03
CHECK TOTAL FOR CHECK NUMBER 188827										\$ 1,269.03

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188828; 12/20/2024; Outstanding; null										
	6469	BRINK'S INCORPORATED	7100596	11/30/2024	FINANCE		100-55013-130-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 36.38
	6469	BRINK'S INCORPORATED	12788432	12/01/2024	FINANCE		595-55013-131-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 69.40
	6469	BRINK'S INCORPORATED	12788432	12/01/2024	FINANCE		465-55013-420-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 115.65
	6469	BRINK'S INCORPORATED	12788432	12/01/2024	FINANCE		461-55013-451-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 115.65
	6469	BRINK'S INCORPORATED	12788432	12/01/2024	FINANCE		590-55013-131-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 138.78
	6469	BRINK'S INCORPORATED	12788432	12/01/2024	FINANCE		100-55013-130-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 154.20
	6469	BRINK'S INCORPORATED	12788432	12/01/2024	FINANCE		591-55013-131-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 177.34
CHECK TOTAL FOR CHECK NUMBER 188828										\$ 807.40
188829; 12/20/2024; Outstanding; null										
	6501	CHALLENGER SPORTS TEAMWE	1247030	08/14/2024	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	PKS YOUTH SOCCER	\$ 4,936.95
CHECK TOTAL FOR CHECK NUMBER 188829										\$ 4,936.95
188830; 12/20/2024; Outstanding; null										
	6539	MARMIC FIRE & SAFETY CO INC	D155057	12/18/2024	PUBLIC WORKS		100-57019-202-000000	BUILDING MAINTENANCE	Fire Extinguisher Annual Inspection	\$ 1,805.51
CHECK TOTAL FOR CHECK NUMBER 188830										\$ 1,805.51

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188831; 12/20/2024; Outstanding; null										
	6577	THOMSON AFFINITY TITLE LLC	238506	12/06/2024	PUBLIC WORKS		352-57033-201-000000	SIDEWALK MAINTENANCE PROGRAM	Sidewalk Maintenance Program - 203 N. Fairview Ave	\$ 280.00
	6577	THOMSON AFFINITY TITLE LLC	238504	12/05/2024	PUBLIC WORKS		352-57033-201-000000	SIDEWALK MAINTENANCE PROGRAM	Sidewalk Maintenance Program - 202 Maple St	\$ 281.00
	6577	THOMSON AFFINITY TITLE LLC	238505	12/06/2024	PUBLIC WORKS		352-57033-201-000000	SIDEWALK MAINTENANCE PROGRAM	Sidewalk Maintenance Program - 506 W Mississippi St.	\$ 285.00
	6577	THOMSON AFFINITY TITLE LLC	238507	12/06/2024	PUBLIC WORKS		352-57033-201-000000	SIDEWALK MAINTENANCE PROGRAM	Sidewalk Maintenance Program - 1769 Oak Leaf Dr	\$ 288.00
CHECK TOTAL FOR CHECK NUMBER 188831										\$ 1,134.00
188832; 12/20/2024; Outstanding; null										
	6939	TRANSYSTEMS	INV-0004658247	11/08/2024	PUB WRKS-PO		351-70023-201-000000	PROJECT CONTINGENCIES	Contract for Professional Services	\$ 2,040.08
CHECK TOTAL FOR CHECK NUMBER 188832										\$ 2,040.08
188833; 12/20/2024; Outstanding; null										
	7509	KAPKE & WILLERTH LLC	68462	12/12/2024	FINANCE		100-55005-111-000000	LEGAL FEES	Legal Fees	\$ 4,273.50
CHECK TOTAL FOR CHECK NUMBER 188833										\$ 4,273.50
188834; 12/20/2024; Outstanding; null										
	7653	K C MO WATER DEPT	12/2/2024	12/02/2024	NONE		590-55036-802-000000	WATER PURCHASES-KANSAS CITY	10.26.24-11.25.24	\$ 9,785.33
CHECK TOTAL FOR CHECK NUMBER 188834										\$ 9,785.33

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188835; 12/20/2024; Outstanding; null										
	7728	RH FASTENER SUPPLY INC	424279-1	12/16/2024	PUBLIC WORKS		100-53000-203-000000	GENERAL SUPPLIES	ST SUPPLIES	\$ 1,644.79
CHECK TOTAL FOR CHECK NUMBER 188835										\$ 1,644.79
188836; 12/20/2024; Outstanding; null										
	8799	CORE & MAIN LP	V927538	10/31/2024	UTILITIES		590-14001-000-000000	OTHER PREPAYMENTS	2025 Prepay	\$ 369.07
	8799	CORE & MAIN LP	V927538	10/31/2024	UTILITIES		590-57030-801-000000	SOFTWARE MAINTENANCE	AMI Extended Warranty - Base Station	\$ 369.08
	8799	CORE & MAIN LP	V927538	10/31/2024	UTILITIES		591-14001-000-000000	OTHER PREPAYMENTS	2025 Prepay	\$ 628.42
	8799	CORE & MAIN LP	V927538	10/31/2024	UTILITIES		591-57030-901-000000	SOFTWARE MAINTENANCE	AMI Extended Warranty - Base Station	\$ 628.43
CHECK TOTAL FOR CHECK NUMBER 188836										\$ 1,995.00
188837; 12/20/2024; Outstanding; null										
	8873	J & A TRAFFIC PRODUCTS INC	38725	10/09/2024	PUBLIC WORKS		351-57036-201-000000	STREET SIGNS	ST SIGN MATERIALS	\$ 263.50
	8873	J & A TRAFFIC PRODUCTS INC	38651	09/26/2024	PUBLIC WORKS		351-57036-201-000000	STREET SIGNS	ST SIGN MATERIALS	\$ 1,537.50
CHECK TOTAL FOR CHECK NUMBER 188837										\$ 1,801.00
188838; 12/20/2024; Outstanding; null										
	8879	ISABELLA PAOLETTI	12.17.24	12/17/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 20.00
	8879	ISABELLA PAOLETTI	12.17.24	12/17/2024	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 20.00
	8879	ISABELLA PAOLETTI	12.17.24	12/17/2024	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		\$ 25.00
	8879	ISABELLA PAOLETTI	12.17.24	12/17/2024	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
CHECK TOTAL FOR CHECK NUMBER 188838										\$ 91.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188839; 12/20/2024; Outstanding; null										
	8901	THE WORK ZONE INC	71061	12/02/2024	PUBLIC WORKS		351-57036-201-000000	STREET SIGNS	ST SIGN MATERIALS	\$ 147.00
CHECK TOTAL FOR CHECK NUMBER 188839										\$ 147.00
188840; 12/20/2024; Outstanding; null										
	8963	UNITED RENTALS - NORTH AMERICA	241216144-001	11/27/2024	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Road Plates - Clay Dr & Liberty Dr	\$ 1,391.00
CHECK TOTAL FOR CHECK NUMBER 188840										\$ 1,391.00
188841; 12/20/2024; Outstanding; null										
	999999	JOSEPH KASSANAVOID	128-1060-00-03	12/13/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 133.06
CHECK TOTAL FOR CHECK NUMBER 188841										\$ 133.06
188842; 12/20/2024; Outstanding; null										
	999999	RICHARD BARRELIER	128-1280-00-11	12/13/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 142.45
CHECK TOTAL FOR CHECK NUMBER 188842										\$ 142.45
188843; 12/20/2024; Outstanding; null										
	999999	DARIN MILES	136-0050-00-04	12/13/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 143.12
CHECK TOTAL FOR CHECK NUMBER 188843										\$ 143.12
188844; 12/20/2024; Outstanding; null										
	999999	JOHN TAYLOR	136-1230-00-11	12/13/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 24.02
CHECK TOTAL FOR CHECK NUMBER 188844										\$ 24.02
188845; 12/20/2024; Outstanding; null										
	999999	MALLORY BRUBECK	140-0210-00-16	12/13/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 140.44
CHECK TOTAL FOR CHECK NUMBER 188845										\$ 140.44

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188846; 12/20/2024; Outstanding; null										
	999999	ANA DEJESUS & DAVID VELASQUEZ	140-3030-00-20	12/13/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 65.13
CHECK TOTAL FOR CHECK NUMBER 188846										\$ 65.13
188847; 12/20/2024; Outstanding; null										
	999999	MICHAEL JACKSON	140-3075-00-03	12/13/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 135.39
CHECK TOTAL FOR CHECK NUMBER 188847										\$ 135.39
188848; 12/20/2024; Outstanding; null										
	999999	MHL MISSOURI LLC	140-4000-00-09	12/13/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 58.54
CHECK TOTAL FOR CHECK NUMBER 188848										\$ 58.54
188849; 12/20/2024; Outstanding; null										
	999999	TRENTON & BAILEE GUERRERO	142-5470-00-04	12/13/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 105.35
CHECK TOTAL FOR CHECK NUMBER 188849										\$ 105.35
188850; 12/20/2024; Outstanding; null										
	999999	BRIANA & HARRISON SCOTT	204-5040-00-04	12/13/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 144.47
CHECK TOTAL FOR CHECK NUMBER 188850										\$ 144.47
188851; 12/20/2024; Outstanding; null										
	999999	KAYLEE MATHIASON	206-0290-00-07	12/13/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 58.56
CHECK TOTAL FOR CHECK NUMBER 188851										\$ 58.56
188852; 12/20/2024; Outstanding; null										
	999999	DARIN MILES	206-0360-00-02	12/13/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 35.77
CHECK TOTAL FOR CHECK NUMBER 188852										\$ 35.77

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188853; 12/20/2024; Outstanding; null										
	999999	ANGELA CURRY	206-1190-00-03	12/13/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 141.11
CHECK TOTAL FOR CHECK NUMBER 188853										\$ 141.11
188854; 12/20/2024; Outstanding; null										
	999999	TJ & TRACIE MCLAUGHLIN	206-1390-00-14	12/13/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 77.86
CHECK TOTAL FOR CHECK NUMBER 188854										\$ 77.86
188855; 12/20/2024; Outstanding; null										
	999999	SARAH SCHIBLEY	207-4600-00-01	12/13/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 72.66
CHECK TOTAL FOR CHECK NUMBER 188855										\$ 72.66
188856; 12/20/2024; Outstanding; null										
	999999	NANCY SHERRICK	207-5080-00-03	12/13/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 87.91
CHECK TOTAL FOR CHECK NUMBER 188856										\$ 87.91
188857; 12/20/2024; Outstanding; null										
	999999	DONNA WADLEY	207-5180-00-13	12/13/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 90.62
CHECK TOTAL FOR CHECK NUMBER 188857										\$ 90.62
188858; 12/20/2024; Outstanding; null										
	999999	ROSE DANIELS-MCINTOSH	207-5590-00-12	12/13/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 30.85
CHECK TOTAL FOR CHECK NUMBER 188858										\$ 30.85
188859; 12/20/2024; Outstanding; null										
	999999	HUNTER HENDERSON	209-0990-00-31	12/16/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 65.93
CHECK TOTAL FOR CHECK NUMBER 188859										\$ 65.93

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188860; 12/20/2024; Outstanding; null										
	999999	PAMELA HASTINGS	210-2090-00-02	12/16/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	PAMELA HASTINGS	\$ 132.54
CHECK TOTAL FOR CHECK NUMBER 188860										\$ 132.54
188861; 12/20/2024; Outstanding; null										
	999999	DAVID MAASEN	211-0890-00-02	12/16/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 115.38
CHECK TOTAL FOR CHECK NUMBER 188861										\$ 115.38
188862; 12/20/2024; Outstanding; null										
	999999	LUKE & HANNAH BILLING	211-1000-00-28	12/16/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 122.58
CHECK TOTAL FOR CHECK NUMBER 188862										\$ 122.58
188863; 12/20/2024; Outstanding; null										
	999999	GARD LAWN MAINTENANCE	211-1280-00-04	12/16/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 119.34
CHECK TOTAL FOR CHECK NUMBER 188863										\$ 119.34
188864; 12/20/2024; Outstanding; null										
	999999	TRACY MIDDLETON	211-2130-00-32	12/16/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 120.31
CHECK TOTAL FOR CHECK NUMBER 188864										\$ 120.31
188865; 12/20/2024; Outstanding; null										
	999999	EUGENE VERKAIK	212-1880-00-06	12/16/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 140.44
CHECK TOTAL FOR CHECK NUMBER 188865										\$ 140.44
188866; 12/20/2024; Outstanding; null										
	999999	FORD PROPERTY ENTERPRISES	216-2095-00-04	12/16/2024	FINANCE		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 139.77
CHECK TOTAL FOR CHECK NUMBER 188866										\$ 139.77

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188867; 12/20/2024; Outstanding; null										
	999999	JAYDEN MCCLURE & DALLAS HALL	220-1030-00-16	12/16/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 15.05
CHECK TOTAL FOR CHECK NUMBER 188867										\$ 15.05
188868; 12/20/2024; Outstanding; null										
	999999	AD ASTRA REALTY	221-1881-00-06	12/16/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 83.63
CHECK TOTAL FOR CHECK NUMBER 188868										\$ 83.63
188869; 12/20/2024; Outstanding; null										
	999999	TIMOTHY COMBS	221-3555-00-12	12/16/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 49.82
CHECK TOTAL FOR CHECK NUMBER 188869										\$ 49.82
188870; 12/20/2024; Outstanding; null										
	999999	JERRALD & DEBRA BUTTS	224-0580-00-04	12/16/2024	FINANCE		590-20019-000-0000 00	WATER REFUNDS	WATER REFUND	\$ 119.89
CHECK TOTAL FOR CHECK NUMBER 188870										\$ 119.89
188871; 12/20/2024; Outstanding; null										
	999999	Matt Owen	2303258	12/11/2024	PARKS & RECREATION		465-20010-000-0000 00	REFUNDS PAYABLE	Unable to attend class	\$ 90.00
CHECK TOTAL FOR CHECK NUMBER 188871										\$ 90.00
188872; 12/20/2024; Outstanding; null										
	999999	Jay Hennings	2304442	12/13/2024	PARKS & RECREATION		465-44039-000-0000 00	YOUTH - MONTHLY	Cancelled Adult bank draft due to no Volleyball available in gym	\$ 13.50
	999999	Jay Hennings	2304442	12/13/2024	PARKS & RECREATION		465-44041-000-0000 00	ADULT - MONTHLY	Cancelled Adult bank draft due to no Volleyball available in gym	\$ 44.75
CHECK TOTAL FOR CHECK NUMBER 188872										\$ 58.25

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188873; 12/20/2024; Outstanding; null										
	999999	Hiep Nguyen	2304496	12/13/2024	PARKS & RECREATION		465-44044-000-0000 00	FAMILY - PIF	Cancelled Family Membership due to personal schedule/ reasons	\$ 775.75
CHECK TOTAL FOR CHECK NUMBER 188873										\$ 775.75
188874; 12/20/2024; Outstanding; null										
Registration under parents name	999999	Jennifer Bagby	2307767	12/17/2024	PARKS & RECREATION		461-20010-000-0000 00	REFUNDS PAYABLE	Registration under parent name	\$ 115.00
CHECK TOTAL FOR CHECK NUMBER 188874										\$ 115.00
188875; 12/20/2024; Outstanding; null										
Credit one Month Family Membership	999999	Katrina Leonard-Clifton	2308042	12/17/2024	PARKS & RECREATION		465-44045-000-0000 00	FAMILY - MONTHLY	Credit one Month Family Membership	\$ 79.25
CHECK TOTAL FOR CHECK NUMBER 188875										\$ 79.25
188876; 12/20/2024; Outstanding; null										
	999999	Cloud Nine Aerial Arts LLC	2309105	12/18/2024	PARKS & RECREATION		465-44055-000-0000 00	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 691.25
CHECK TOTAL FOR CHECK NUMBER 188876										\$ 691.25
188877; 12/20/2024; Outstanding; null										
	999999	MelRoe's School of Dance Inc	2309114	12/18/2024	PARKS & RECREATION		465-44055-000-0000 00	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,012.50
CHECK TOTAL FOR CHECK NUMBER 188877										\$ 1,012.50
188878; 12/20/2024; Outstanding; null										
	999999	Studio 320 Dance	2309119	12/18/2024	PARKS & RECREATION		465-44055-000-0000 00	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,030.00
CHECK TOTAL FOR CHECK NUMBER 188878										\$ 1,030.00

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188879; 12/20/2024; Outstanding; null										
	999999	CALEB OSBORN & CHARLOTTE SARGE	233-0240-00-21	12/16/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 17.09
CHECK TOTAL FOR CHECK NUMBER 188879										\$ 17.09
188880; 12/20/2024; Outstanding; null										
	999999	VIG REAL ESTATE	233-2417-00-27	12/16/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 141.11
CHECK TOTAL FOR CHECK NUMBER 188880										\$ 141.11
188881; 12/20/2024; Outstanding; null										
	999999	KC HOME RENTALS	233-2460-00-16	12/16/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 138.43
CHECK TOTAL FOR CHECK NUMBER 188881										\$ 138.43
188882; 12/20/2024; Outstanding; null										
	999999	WILLIAM & JANELLE BALDI	238-3700-00-06	12/16/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 139.10
CHECK TOTAL FOR CHECK NUMBER 188882										\$ 139.10
188883; 12/20/2024; Outstanding; null										
	999999	KRISTI & GREG MIRKOWSKI	288-0855-00-03	12/16/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 16.77
CHECK TOTAL FOR CHECK NUMBER 188883										\$ 16.77
188884; 12/20/2024; Outstanding; null										
	999999	SARAH OWEN	288-1290-00-03	12/16/2024	FINANCE		590-20019-000-000000	WATER REFUNDS	WATER REFUND	\$ 20.80
CHECK TOTAL FOR CHECK NUMBER 188884										\$ 20.80

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188885; 12/20/2024; Outstanding; null										
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		591-54000-903-0000 00	TRAINING TRAVEL	J Findley PWX (25%)	\$ 4.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		590-54000-803-0000 00	TRAINING TRAVEL	J Findley PWX (25%)	\$ 4.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		100-54000-201-0000 00	TRAINING TRAVEL	J Findley PW Expo (PWX) 2024	\$ 8.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		100-54000-150-0000 00	TRAINING TRAVEL	K McGinnis APA Quad State Conf	\$ 13.05
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		247-22005-000-0000 00	PREPAYMENT-RECORDING FEES	2 Cemetery Deeds	\$ 48.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	J Clark Leadership Training	\$ 51.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	G Bledsoe Wellness Conf	\$ 88.50
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	H Massey Wellness Conf	\$ 88.50
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		100-54000-150-0000 00	TRAINING TRAVEL	J Thill State Preservation Conf	\$ 89.78
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		461-54000-451-0000 00	TRAINING TRAVEL	D Skillman Certification	\$ 102.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		460-54001-403-0000 00	REGISTRATION FEES	T Shadid Arborist Training	\$ 102.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		591-57004-901-0000 00	MAINS & LINES MAINTENANCE	W Mattson 50% of 42 Straw Bales	\$ 126.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	W Mattson 50% of 42 Straw Bales	\$ 126.00
	204	CITY OF LIBERTY PETTY CASH	FINANCE1216 2024	12/16/2024	FINANCE		100-54000-140-0000 00	TRAINING TRAVEL	C Young Lagers Conference	\$ 132.50
CHECK TOTAL FOR CHECK NUMBER 188885										\$ 983.33
Grand Total:										\$ 584,361.30

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

DECEMBER 27, 2024

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 12/26/2024 and 12/27/2024;

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188886; 12/27/2024; Outstanding; null										
	81	BRADY INDUSTRIES OF KANS	9576813	12/19/2024	PARKS & RECREATION		100-53008-160-0000 00	MAINTENANCE MATERIALS	2024 CITYWIDE CUSTODIAL	\$ 774.95
CHECK TOTAL FOR CHECK NUMBER 188886										\$ 774.95
188887; 12/27/2024; Outstanding; null										
	96	INSIGHT PUB SAFETY & FORENSIC	2025	12/19/2024	POLICE		100-55007-501-0000 00	TESTING FEES	Psych (Snider)	\$ 550.00
CHECK TOTAL FOR CHECK NUMBER 188887										\$ 550.00
188888; 12/27/2024; Outstanding; null										
	105	CLAY CO DETENTION CENTER	NOVEMBER 2024	12/05/2024	POLICE		100-55030-511-0000 00	PRISONER HOUSING EXPENSE	November 2024	\$ 3,382.38
CHECK TOTAL FOR CHECK NUMBER 188888										\$ 3,382.38
188889; 12/27/2024; Outstanding; null										
Bill Dept had issues getting the invoice corrected to us	151	WORLD FUEL SERVICES CORP	4586987	06/22/2022	PUBLIC WORKS		100-53000-203-0000 00	GENERAL SUPPLIES	St Fuel	\$ 4,617.77
CHECK TOTAL FOR CHECK NUMBER 188889										\$ 4,617.77
188890; 12/27/2024; Outstanding; null										
	367	CLINICAL COUNSELING ASSOC	DECEMBER 16, 24	12/16/2024	POLICE		100-55044-502-0000 00	MISCELLANEOUS FEES	Police Peer Support Services	\$ 320.00
CHECK TOTAL FOR CHECK NUMBER 188890										\$ 320.00
188891; 12/27/2024; Outstanding; null										
	377	JACKSON LEWIS PC	8664194	12/10/2024	FIRE		100-54004-300-0000 00	TRAINING COSTS	Non-budgeted attorney fees for negotiations	\$ 7,672.50
CHECK TOTAL FOR CHECK NUMBER 188891										\$ 7,672.50

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188892; 12/27/2024; Outstanding; null										
	528	DAVID HILL	12.23.24	12/24/2024	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		\$ 104.00
	528	DAVID HILL	12.23.24	12/24/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 418.00
CHECK TOTAL FOR CHECK NUMBER 188892										\$ 522.00
188893; 12/27/2024; Outstanding; null										
	533	MIDWEST DIESEL PERFORMANCE & R	3622	12/19/2024	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Vehicle Repairs - #184	\$ 249.01
	533	MIDWEST DIESEL PERFORMANCE & R	3622	12/19/2024	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Vehicle Repairs - #184	\$ 249.02
CHECK TOTAL FOR CHECK NUMBER 188893										\$ 498.03
188894; 12/27/2024; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	12.24.24	12/24/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 112.00
CHECK TOTAL FOR CHECK NUMBER 188894										\$ 112.00
188895; 12/27/2024; Outstanding; null										
	651	DRYER VENT WIZARD	50092-24-100734	12/19/2024	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	Dryer Vent Repair	\$ 429.00
CHECK TOTAL FOR CHECK NUMBER 188895										\$ 429.00
188896; 12/27/2024; Outstanding; null										
	656	TRAFFIC CONTROL CORPORATION	155703 ADV	12/18/2024	PUBLIC WORKS		352-55045-201-000000	TRANSPORTATION ENHANCEMENT	ENG Service Renewal - 4 intersections	\$ 1,200.00
CHECK TOTAL FOR CHECK NUMBER 188896										\$ 1,200.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188897; 12/27/2024; Outstanding; null										
	669	MYRICK MECHANICAL	2467	12/17/2024	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	St.1 PM's	\$ 953.00
	669	MYRICK MECHANICAL	2464	12/17/2024	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Amp Fuses Replacement	\$ 356.50
	669	MYRICK MECHANICAL	2462	12/17/2024	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Pilot Assemblies	\$ 1,983.65
CHECK TOTAL FOR CHECK NUMBER 188897										\$ 3,293.15
188898; 12/27/2024; Outstanding; null										
	680	KESSLER ROHAUS	12.23.24	12/24/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 15.00
CHECK TOTAL FOR CHECK NUMBER 188898										\$ 15.00
188899; 12/27/2024; Outstanding; null										
	762	SUPERIOR-BOWEN ASPHALT	50611	12/18/2024	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	ST Rock	\$ 261.30
CHECK TOTAL FOR CHECK NUMBER 188899										\$ 261.30
188900; 12/27/2024; Outstanding; null										
	822	LAUREN CHARLOTTE PANCIC	35.00	12/24/2024	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 35.00
CHECK TOTAL FOR CHECK NUMBER 188900										\$ 35.00
188901; 12/27/2024; Outstanding; null										
	918	VILLAS AT CAMELOT	2024	12/19/2024	PLANNING & DVLP		100-59005-160-000000	SPECIAL EVENTS	City of Liberty Neighborhood Grant	\$ 7,080.00
CHECK TOTAL FOR CHECK NUMBER 188901										\$ 7,080.00
188902; 12/27/2024; Outstanding; null										
	1236	CITY OF NORTH KANSAS CITY	INV-00012241	12/17/2024	POLICE		100-53019-502-000000	ARMORY SUPPLIES	Range Fee 1/2 Day	\$ 250.00
CHECK TOTAL FOR CHECK NUMBER 188902										\$ 250.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188903; 12/27/2024; Outstanding; null										
	2103	K C WINNELSON INC	104090-01	12/13/2024	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #067	\$ 2,774.00
CHECK TOTAL FOR CHECK NUMBER 188903										\$ 2,774.00
188904; 12/27/2024; Outstanding; null										
	2767	K C WINWATER WORKS CO	337774-01	12/16/2024	UTILITIES		591-13001-000-0000 00	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #504	\$ 140.00
	2767	K C WINWATER WORKS CO	337857-01	12/16/2024	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #006	\$ 483.00
CHECK TOTAL FOR CHECK NUMBER 188904										\$ 623.00
188905; 12/27/2024; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	HDLI112024	12/27/2024	TRANSIENT GUEST TAX		244-59018-119-00000 0	HDLI CONTRACT	Reimbursement for "Fun Money" Coupon Program	\$ 245.00
	4528	HISTORIC DOWNTOWN LIBERTY INC	HDLI112024	12/27/2024	TRANSIENT GUEST TAX		244-55028-119-0000 00	ADVERTISING	Reimbursement for Marketing and Advertising Expenses	\$ 343.11
	4528	HISTORIC DOWNTOWN LIBERTY INC	HDLI122024	12/18/2024	TRANSIENT GUEST TAX		244-59018-119-00000 0	HDLI CONTRACT	Reimbursement for "Fun Money" Coupon Program	\$ 445.00
	4528	HISTORIC DOWNTOWN LIBERTY INC	HDLI112024	12/27/2024	TRANSIENT GUEST TAX		244-59018-119-00000 0	HDLI CONTRACT	Reimbursement for Website Redesign	\$ 3,230.60
	4528	HISTORIC DOWNTOWN LIBERTY INC	HDLI122024	12/18/2024	TRANSIENT GUEST TAX		244-55028-119-0000 00	ADVERTISING	Reimbursement for Marketing and Advertising Expenses	\$ 4,873.77
CHECK TOTAL FOR CHECK NUMBER 188905										\$ 9,137.48
188906; 12/27/2024; Outstanding; null										
	4537	FRATERNAL ORDER OF POLICE	12.2024	12/27/2024	FINANCE		100-21021-000-0000 00	UNION DUES PAYABLE-POLICE	December LPOA Dues	\$ 1,943.00
CHECK TOTAL FOR CHECK NUMBER 188906										\$ 1,943.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188907; 12/27/2024; Outstanding; null										
	4763	PRINTING UNLIMITED	71942	12/16/2024	POLICE		100-53032-501-000000	OUTSIDE PRINTING	Groves Business Cards	\$ 58.00
CHECK TOTAL FOR CHECK NUMBER 188907										\$ 58.00
188908; 12/27/2024; Outstanding; null										
	4794	HARRIS ENT. RESOURCE PLANNING	CSEXT0000219	12/23/2024	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	W-2's & Envelopes	\$ 433.92
CHECK TOTAL FOR CHECK NUMBER 188908										\$ 433.92
188909; 12/27/2024; Outstanding; null										
	4908	AMERICAN DIGITAL SECURIT	INV0031806	08/20/2024	PARKS & REC-PO		465-57019-420-000000	BUILDING MAINTENANCE	CCTR SECURITY EQUIPMENT	\$ 24,156.91
CHECK TOTAL FOR CHECK NUMBER 188909										\$ 24,156.91
188910; 12/27/2024; Outstanding; null										
	5257	NATHAN JONES	12.23.24	12/24/2024	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
	5257	NATHAN JONES	12.23.24	12/24/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 76.00
CHECK TOTAL FOR CHECK NUMBER 188910										\$ 102.00
188911; 12/27/2024; Outstanding; null										
	5460	VALVOLINE LLC	91775	12/23/2024	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Serviced Vehicle #403	\$ 23.05
	5460	VALVOLINE LLC	91775	12/23/2024	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Serviced Vehicle #403	\$ 23.05
CHECK TOTAL FOR CHECK NUMBER 188911										\$ 46.10

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City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188912; 12/27/2024; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	5653	12/17/2024	ANIMAL CONTROL		100-59014-165-000000	CLOTHING EXPENSES	A. Miles Pants and Shirts	\$ 299.97
	5482	ALTERATIONS & CUSTOM SEWING ST	5656	12/17/2024	ANIMAL CONTROL		100-59014-165-000000	CLOTHING EXPENSES	S. Lehman Pants and Shirts	\$ 299.97
	5482	ALTERATIONS & CUSTOM SEWING ST	5654	12/17/2024	ANIMAL CONTROL		100-59014-165-000000	CLOTHING EXPENSES	T. Bryant Shirts and Pants	\$ 299.97
	5482	ALTERATIONS & CUSTOM SEWING ST	5684	12/18/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Bratcher hem/stripes	\$ 58.00
	5482	ALTERATIONS & CUSTOM SEWING ST	5681	12/18/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Carroll Uniforms	\$ 849.39
CHECK TOTAL FOR CHECK NUMBER 188912										\$ 1,807.30
188913; 12/27/2024; Outstanding; null										
	5575	TW SPORTSWEAR, LLC	53272	10/08/2024	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	Staff Shirts	\$ 148.46
	5575	TW SPORTSWEAR, LLC	52706	09/11/2024	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	Staff Shirts	\$ 1,300.11
CHECK TOTAL FOR CHECK NUMBER 188913										\$ 1,448.57
188914; 12/27/2024; Outstanding; null										
	5598	CHILDRENS MERCY HOSPITALS & CL	8000031878	12/17/2024	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Police Lab Services	\$ 898.00
CHECK TOTAL FOR CHECK NUMBER 188914										\$ 898.00
188915; 12/27/2024; Outstanding; null										
	5616	AMERICAN RESPONSE VEHICLES INC	16225	12/19/2024	FIRE		100-57009-302-000000	VEHICLE MAINTENANCE	Fire #626 suspension	\$ 2,954.00
CHECK TOTAL FOR CHECK NUMBER 188915										\$ 2,954.00

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188916; 12/27/2024; Outstanding; null										
	5662	SUMNERONE INC	4149032	12/19/2024	UTILITIES		591-53000-901-0000 00	GENERAL SUPPLIES	Copier Contract	\$ 9.69
	5662	SUMNERONE INC	4149032	12/19/2024	UTILITIES		590-53000-801-0000 00	GENERAL SUPPLIES	Copier Contract	\$ 9.69
	5662	SUMNERONE INC	4149032	12/19/2024	UTILITIES		591-53000-902-0000 00	GENERAL SUPPLIES	Copier Contract	\$ 9.70
CHECK TOTAL FOR CHECK NUMBER 188916										\$ 29.08
188917; 12/27/2024; Outstanding; null										
	5664	PACE ANALYTICAL SERVICES	2460219082	12/18/2024	UTILITIES-PO		590-55020-802-0000 00	LAB FEES	WTR CHEMICAL TESTING	\$ 1,272.00
CHECK TOTAL FOR CHECK NUMBER 188917										\$ 1,272.00
188918; 12/27/2024; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD49561	12/19/2024	UTILITIES		590-53009-802-0000 00	CHEMICALS	WTP - Chemicals	\$ 8,532.71
CHECK TOTAL FOR CHECK NUMBER 188918										\$ 8,532.71
188919; 12/27/2024; Outstanding; null										
	5774	SCHULTE SUPPLY INC	S1223444.001	12/13/2024	UTILITIES		591-60000-901-0000 00	MINOR EQUIPMENT	Valve Key Wrench	\$ 129.95
	5774	SCHULTE SUPPLY INC	S1223445.001	12/12/2024	UTILITIES		590-60000-801-0000 00	MINOR EQUIPMENT	Valve Key Wrench	\$ 129.95
CHECK TOTAL FOR CHECK NUMBER 188919										\$ 259.90
188920; 12/27/2024; Outstanding; null										
	6018	HDR ENGINEERING INC	1200677370	12/10/2024	PUB WRKS-PO		350-59026-160-0000 00	MISCELLANEOUS EXPENSES	MASTER PLAN	\$ 4,266.71
CHECK TOTAL FOR CHECK NUMBER 188920										\$ 4,266.71

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188921; 12/27/2024; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	13789	12/19/2024	ANIMAL CONTROL		100-57019-165-00000	BUILDING MAINTENANCE	Monthly Pest Control	\$ 60.00
	6333	PROFESSIONAL PEST SOLUTIONS	13785	12/19/2024	FIRE		100-55025-300-00000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	13786	12/19/2024	FIRE		100-55025-300-00000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	13787	12/19/2024	FIRE		100-55025-300-00000	PEST CONTROL/MOPS	Fire pest control	\$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	13790	12/19/2024	UTILITIES		591-57019-902-00000	BUILDING MAINTENANCE	Pest Control - December 2024	\$ 22.50
	6333	PROFESSIONAL PEST SOLUTIONS	13790	12/19/2024	UTILITIES		590-57019-801-00000	BUILDING MAINTENANCE	Pest Control - December 2024	\$ 22.50
CHECK TOTAL FOR CHECK NUMBER 188921										\$ 195.00
188922; 12/27/2024; Outstanding; null										
Deliver to the Liberty Community Center, 1600 S. Withers Rd.	6351	JOHNSON FITNESS & WELLNESS	22-044371	12/19/2024	PARKS & REC-PO		465-60000-420-00000	MINOR EQUIPMENT	Fitness Equipment - Dumbbell set and 2 holding racks	\$ 12,235.90
CHECK TOTAL FOR CHECK NUMBER 188922										\$ 12,235.90

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188923; 12/27/2024; Outstanding; null										
	6360	CLAY CO COLLECTOR	2024 PILOT-BA 1	12/24/2024	NONE	BROADACRES BLDG 1	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT PAYMENT-BROADACRES BLDG 1	\$ 38,135.02
	6360	CLAY CO COLLECTOR	2024 PILOT-BA 2	12/24/2024	NONE	BROADACRES BLDG 2	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT PAYMENT-BROADACRES BLDG 2	\$ 72,317.28
	6360	CLAY CO COLLECTOR	2024 PILOT-BA 4	12/24/2024	NONE	BROADACRES BLDG 4	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT-BROADACRES BLDG 4	\$ 496,320.00
	6360	CLAY CO COLLECTOR	2024 PILOT-BA 5	12/24/2024	NONE	BROADACRES BLDG 5	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT-BROADACRES BLDG 5	\$ 64,746.08
	6360	CLAY CO COLLECTOR	2024 PILOT-BA 6	12/24/2024	NONE	BROADACRES BLDG 6	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT-BROADACRES BLDG 6	\$ 71,880.48
	6360	CLAY CO COLLECTOR	2024 PILOT-BA 7	12/24/2024	NONE	BROADACRES BLDG 7	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT-BROADACRES BLDG 7	\$ 1,007,833.92
	6360	CLAY CO COLLECTOR	2024 PILOT-FPP	12/24/2024	NONE	FORD PERS PROP	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT-FORD PERS PROP	\$ 113,210.57
	6360	CLAY CO COLLECTOR	2024 PILOT-HALL	12/24/2024	NONE	HEARTLAND LOG/HALLMARK	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT-HEARTLAND LOG/HALLMARK	\$ 205,073.00
	6360	CLAY CO COLLECTOR	2024 PILOT-HL A	12/24/2024	NONE	HEARTLAND LOGISTICS A	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT PAYMENT-HEARTLAND LOG A	\$ 151,938.00
	6360	CLAY CO COLLECTOR	2024 PILOT-LIB	12/24/2024	NONE	LIBERTY LOGISTICS	100-12002-000-0000 00	A/R REIMBURSEABLE EXPENSES	2024 PILOT PAYMENT-LIBERTY LOGISTICS	\$ 565.00
CHECK TOTAL FOR CHECK NUMBER 188923										\$ 2,222,019.35

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188924; 12/27/2024; Outstanding; null										
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1721139	11/30/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SLP & Wales Dr.	\$ 139.69
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1721141	11/30/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	1407 Nashua Rd	\$ 409.58
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1721140	11/30/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Hughes & SLP	\$ 613.89
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1721138	11/30/2024	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	SLP & Flintlock	\$ 7,033.72
CHECK TOTAL FOR CHECK NUMBER 188924										\$ 8,196.88
188925; 12/27/2024; Outstanding; null										
	6547	EDWARDS CHEMICALS	IN177597	12/23/2024	PARKS & RECREATION		465-53009-420-0000	CHEMICALS	Pool Chemical Order 12.23.24	\$ 1,916.22
CHECK TOTAL FOR CHECK NUMBER 188925										\$ 1,916.22
188926; 12/27/2024; Outstanding; null										
	6548	INTOXIMETERS INC	775650	12/11/2024	POLICE		100-53000-501-0000	GENERAL SUPPLIES	Mouthpieces	\$ 77.00
CHECK TOTAL FOR CHECK NUMBER 188926										\$ 77.00
188927; 12/27/2024; Outstanding; null										
	6574	LUZICKA BALLET LLC	2312459	12/24/2024	PARKS & RECREATION		465-44055-000-0000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 968.75
CHECK TOTAL FOR CHECK NUMBER 188927										\$ 968.75
188928; 12/27/2024; Outstanding; null										
	6687	SERENITY ON THE SQUARE	12.18.2024	12/18/2024	HR & RISK MGMT		100-55035-165-0000	OTHER FEES	Animal Control Services	\$ 300.00
CHECK TOTAL FOR CHECK NUMBER 188928										\$ 300.00

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188929; 12/27/2024; Outstanding; null										
	6763	MICHAEL S WIENANDS	12.23.24	12/24/2024	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 40.00
	6763	MICHAEL S WIENANDS	12.23.24	12/24/2024	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 216.00
CHECK TOTAL FOR CHECK NUMBER 188929										\$ 256.00
188930; 12/27/2024; Outstanding; null										
	7080	HAPPY TIMES T SHIRT COMPANY	058236	12/10/2024	TRANSIENT GUEST TAX		244-53026-119-000000	MAKE MUSIC DAY-SUPPLIES	Reel Liberty Film Festival volunteer shirts	\$ 140.75
CHECK TOTAL FOR CHECK NUMBER 188930										\$ 140.75
188931; 12/27/2024; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC215451	12/05/2024	UTILITIES		590-60000-801-000000	MINOR EQUIPMENT	Handgun & Ripsaw	\$ 443.32
CHECK TOTAL FOR CHECK NUMBER 188931										\$ 443.32
188932; 12/27/2024; Outstanding; null										
	8345	FEDERAL SIGNAL CORPORATI	8822097	12/19/2024	FIRE-PO		100-57014-300-000000	EMERGENCY MGT MAINTENANCE	Fire outdoor warning siren	\$ 9,788.00
CHECK TOTAL FOR CHECK NUMBER 188932										\$ 9,788.00
188933; 12/27/2024; Outstanding; null										
	8799	CORE & MAIN LP	W124565	12/11/2024	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #012	\$ 3,838.80
CHECK TOTAL FOR CHECK NUMBER 188933										\$ 3,838.80
188934; 12/27/2024; Outstanding; null										
	8873	J & A TRAFFIC PRODUCTS INC	39079	12/16/2024	PUBLIC WORKS		351-57036-201-000000	STREET SIGNS	ST SIGN MATERIALS	\$ 1,537.50
CHECK TOTAL FOR CHECK NUMBER 188934										\$ 1,537.50

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188935; 12/27/2024; Outstanding; null										
Not able to attend due to schedule conflict	999999	Sarah Kluesener	2308562	12/18/2024	PARKS & RECREATION		465-44089-000-0000	YOUTH CAMPS	Not able to attend due to schedule conflict	\$ 332.00
CHECK TOTAL FOR CHECK NUMBER 188935										\$ 332.00
188936; 12/27/2024; Outstanding; null										
	5518	GREGORY R ARNOLD	12-27-2024	12/23/2024	POLICE		100-55041-501-0000	CONTRACT LABOR	payroll 12-27-2024 (11/23-12/6, 12/7-12/20)	\$ 1,974.78
CHECK TOTAL FOR CHECK NUMBER 188936										\$ 1,974.78
Grand Total:										\$ 2,355,976.01

Notes :

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

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

JANUARY 3, 2025

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 01/02/2025 and 01/03/2025;

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188937; 01/03/2025; Outstanding; null										
	12	R. JOEL REINOEHL	PS0016	12/26/2024	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	Pediatric Smiles Banner Sponsorship	\$ 86.62
	12	R. JOEL REINOEHL	PS0016	12/26/2024	PARKS & RECREATION		465-55043-420-0000 00	SPONSORSHIPS	Pediatric Smiles Banner Sponsorship	\$ 129.94
	12	R. JOEL REINOEHL	PS0016	12/26/2024	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Pediatric Smiles Banner Sponsorship	\$ 264.69
	12	R. JOEL REINOEHL	CRA009	12/30/2024	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Conrad's Field Sponsorship	\$ 720.00
CHECK TOTAL FOR CHECK NUMBER 188937										\$ 1,201.25
188938; 01/03/2025; Outstanding; null										
	23	LOZPROMO.COM	19318	12/30/2024	PARKS & RECREATION		460-55041-400-0000 00	CONTRACT LABOR	Spartan Jack Banners	\$ 128.52
	23	LOZPROMO.COM	19318	12/30/2024	PARKS & RECREATION		465-55043-420-0000 00	SPONSORSHIPS	Spartan Jack Banners	\$ 192.78
	23	LOZPROMO.COM	19318	12/30/2024	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Spartan Jack Banners	\$ 392.70
CHECK TOTAL FOR CHECK NUMBER 188938										\$ 714.00
188939; 01/03/2025; Outstanding; null										
	69	JERRY CLARK	1/7-1/9/25	01/03/2025	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	Full Mules Training	\$ 170.00
CHECK TOTAL FOR CHECK NUMBER 188939										\$ 170.00
188940; 01/03/2025; Outstanding; null										
	81	BRADY INDUSTRIES OF KANS	9585391	12/23/2024	PARKS & REC-PO		100-53008-160-0000 00	MAINTENANCE MATERIALS	2024 CITYWIDE CUSTODIAL	\$ 30.05
CHECK TOTAL FOR CHECK NUMBER 188940										\$ 30.05

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188941; 01/03/2025; Outstanding; null										
	95	CYCLONE INC	45152	12/31/2024	FIRE		100-57019-300-0000 00	BUILDING MAINTENANCE	Training Tower Portable Toilet	\$ 90.00
CHECK TOTAL FOR CHECK NUMBER 188941										\$ 90.00
188942; 01/03/2025; Outstanding; null										
	129	CINTAS RENTAL SERVICE	4215875992	12/26/2024	FIRE		100-55025-300-0000 00	PEST CONTROL/ MOPS	Fire mops	\$ 57.35
CHECK TOTAL FOR CHECK NUMBER 188942										\$ 57.35
188943; 01/03/2025; Outstanding; null										
	151	WORLD FUEL SERVICES CORP	7373245	12/26/2024	PUBLIC WORKS		100-53000-203-0000 00	GENERAL SUPPLIES	St Fuel	\$ 2,036.51
CHECK TOTAL FOR CHECK NUMBER 188943										\$ 2,036.51
188944; 01/03/2025; Outstanding; null										
	243	METROPOLITAN TELECOMM	100531062-3 91-8	12/15/2024	TECH & LOGISTICS		100-56008-170-0000 00	TELECOMMUNICATIO N CIRCUITS	pots lines	\$ 668.87
CHECK TOTAL FOR CHECK NUMBER 188944										\$ 668.87
188945; 01/03/2025; Outstanding; null										
	367	CLINICAL COUNSELING ASSOC	12.31.2024	12/31/2024	HR & RISK MGMT		100-52998-160-0000 00	EMPLOYEE ASSISTANCE PROGRAM	Citywide Services	\$ 2,250.00
CHECK TOTAL FOR CHECK NUMBER 188945										\$ 2,250.00
188946; 01/03/2025; Outstanding; null										
	460	STRATUS BUILDING SOLUTIONS	7363256	01/01/2025	PARKS & RECREATION	2025 Expense	465-55041-420-0000 00	CONTRACT LABOR	January payment	\$ 4,374.00
CHECK TOTAL FOR CHECK NUMBER 188946										\$ 4,374.00

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

City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188947; 01/03/2025; Outstanding; null										
	487	TOYS FOR TRUCKS, INC	INV887459	12/30/2024	POLICE		100-60005-501-000000	VEHICLE CHANGEOVER COSTS	210 Tail lights	\$ 100.00
	487	TOYS FOR TRUCKS, INC	INV887379	12/30/2024	POLICE		100-60005-501-000000	VEHICLE CHANGEOVER COSTS	224 Remote Start	\$ 249.98
	487	TOYS FOR TRUCKS, INC	INV887451	12/30/2024	POLICE		100-60005-501-000000	VEHICLE CHANGEOVER COSTS	229 Remote Start	\$ 324.97
	487	TOYS FOR TRUCKS, INC	INV887539	12/30/2024	POLICE		100-60005-501-000000	VEHICLE CHANGEOVER COSTS	233 Upfitting	\$ 2,410.80
	487	TOYS FOR TRUCKS, INC	INV887391	12/30/2024	POLICE		100-60005-501-000000	VEHICLE CHANGEOVER COSTS	New 208 Upfitting	\$ 5,389.45
	487	TOYS FOR TRUCKS, INC	INV887380	12/30/2024	POLICE		100-60005-501-000000	VEHICLE CHANGEOVER COSTS	New 209 Upfitting	\$ 5,389.45
	487	TOYS FOR TRUCKS, INC	INV887500	12/30/2024	POLICE		100-60005-501-000000	VEHICLE CHANGEOVER COSTS	214 Upfitting	\$ 6,285.04
	487	TOYS FOR TRUCKS, INC	INV887464	12/30/2024	POLICE		100-60005-501-000000	VEHICLE CHANGEOVER COSTS	222 Upfitting	\$ 6,285.04
CHECK TOTAL FOR CHECK NUMBER 188947										\$ 26,434.73
188948; 01/03/2025; Outstanding; null										
	492	ALL COPY PRODUCTS, INC.	AR4644393	01/01/2025	FINANCE		100-53031-130-000000	COPIER LEASE & USAGE	Contract 1/1/2025 - 12/31/2025	\$ 650.00
CHECK TOTAL FOR CHECK NUMBER 188948										\$ 650.00
188949; 01/03/2025; Outstanding; null										
	603	WICKLUND'S CARSTAR INC	54114	12/24/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	204 Repairs	\$ 2,500.00
CHECK TOTAL FOR CHECK NUMBER 188949										\$ 2,500.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188950; 01/03/2025; Outstanding; null										
	641	PITTMAN SUPPORT SERVICES, LLC	24-012	01/02/2025	FINANCE		100-55041-111-00000	CONTRACT LABOR	Admin	\$ 82.64
	641	PITTMAN SUPPORT SERVICES, LLC	24-012	01/02/2025	FINANCE		100-55041-130-00000	CONTRACT LABOR	December 2024	\$ 4,296.25
CHECK TOTAL FOR CHECK NUMBER 188950										\$ 4,378.89
188951; 01/03/2025; Outstanding; null										
	669	MYRICK MECHANICAL	2465	12/17/2024	ANIMAL CONTROL		100-57019-165-00000	BUILDING MAINTENANCE	Filter Replacement	\$ 612.00
	669	MYRICK MECHANICAL	2481	12/24/2024	PUBLIC WORKS		100-57020-202-00000	FACILITIES MAINTENANCE	City Hall HVAC	\$ 495.72
CHECK TOTAL FOR CHECK NUMBER 188951										\$ 1,107.72
188952; 01/03/2025; Outstanding; null										
	728	CHERRYROAD MEDIA INC	0002975090	12/12/2024	PUBLIC WORKS		595-55044-205-00000	MISCELLANEOUS FEES	Legal Ad for Glen Hendren Project	\$ 252.72
CHECK TOTAL FOR CHECK NUMBER 188952										\$ 252.72
188953; 01/03/2025; Outstanding; null										
	759	MARTHA LAFITE THOMPSON NATURE	MLTNS2024	12/24/2024	TRANSIENT GUEST TAX		244-59009-119-00000	CONTRIBUTIONS TO PROJECTS	Tourism Grant for MLTNS Dino Exhibit	\$ 5,000.00
CHECK TOTAL FOR CHECK NUMBER 188953										\$ 5,000.00
188954; 01/03/2025; Outstanding; null										
	829	LEAVENWORTH EXCAVATING &	P-2	12/19/2024	PUB WRKS-PO		351-20003-000-00000	RETAINAGE PAYABLE	Retainage	\$ (5,689.10)
	829	LEAVENWORTH EXCAVATING &	P-2	12/19/2024	PUB WRKS-PO		351-70023-201-00000	PROJECT CONTINGENCIES	PW MOSS/210 GUARDRAIL	\$ 113,782.03
CHECK TOTAL FOR CHECK NUMBER 188954										\$ 108,092.93
188955; 01/03/2025; Outstanding; null										
	830	THE PITCH KC LLC	145300-R	01/02/2025	TRANSIENT GUEST TAX		244-53026-119-00000	MAKE MUSIC DAY-SUPPLIES	Film Fest	\$ 500.00
CHECK TOTAL FOR CHECK NUMBER 188955										\$ 500.00

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City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188956; 01/03/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-17465	12/24/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	201 Oil Change	\$ 46.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-17448	12/24/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	224 Oil Change	\$ 53.98
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-17253	12/17/2024	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	234 Oil Change	\$ 96.96
CHECK TOTAL FOR CHECK NUMBER 188956										\$ 197.92
188957; 01/03/2025; Outstanding; null										
	878	CLARK COMPLETE RENOVATIONS LLC	12/27/2024	12/27/2024	PUB WRKS-PO		100-57020-202-000000	FACILITIES MAINTENANCE	Cost of contract for removal and replacement of windows	\$ 2,000.00
CHECK TOTAL FOR CHECK NUMBER 188957										\$ 2,000.00
188958; 01/03/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85604063	12/27/2024	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 8.16
CHECK TOTAL FOR CHECK NUMBER 188958										\$ 8.16
188959; 01/03/2025; Outstanding; null										
	2713	LIBERTY SERTOMA INTL	1483	12/01/2024	PARKS & RECREATION		100-59013-480-000000	MEMBERSHIP DUES	Annual membership dues - Sertoma	\$ 600.00
CHECK TOTAL FOR CHECK NUMBER 188959										\$ 600.00
188960; 01/03/2025; Outstanding; null										
	2759	PUBLIC WATER DIST #5	0369 DEC	12/12/2024	FINANCE		591-57005-902-000000	WATER PLANT MAINTENANCE	Water Service	\$ 40.00
	2759	PUBLIC WATER DIST #5	0215 DEC	12/12/2024	FINANCE		590-55036-802-000000	WATER PURCHASES-KANSAS CITY	Water Service	\$ 265.00
CHECK TOTAL FOR CHECK NUMBER 188960										\$ 305.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188961; 01/03/2025; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281242271	12/30/2024	PARKS & RECREATION		465-57018-420-000000	MISC EQUIPMENT MAINT		\$ 117.70
CHECK TOTAL FOR CHECK NUMBER 188961										\$ 117.70
188962; 01/03/2025; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	580483	12/17/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Heater Repair 613	\$ 134.30
	3684	CONRAD FIRE EQUIPMENT INC	580480	12/17/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Aerial Master Stop Leak Repair	\$ 317.80
	3684	CONRAD FIRE EQUIPMENT INC	580482	12/17/2024	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Air Brake Leak Repair 611	\$ 812.97
CHECK TOTAL FOR CHECK NUMBER 188962										\$ 1,265.07
188963; 01/03/2025; Outstanding; null										
2025 Expense	4460	JEFF ELLIS & ASSOC INC	20124379	01/01/2025	PARKS & RECREATION		465-55044-420-000000	MISCELLANEOUS FEES	ILTP Training Center Provider Fees 2025	\$ 750.00
	4460	JEFF ELLIS & ASSOC INC	20124665	12/30/2024	PARKS & RECREATION	2024 Expense	465-55059-410-000000	LIFEGUARD TRAINING	Lifeguard Certifications	\$ 45.00
CHECK TOTAL FOR CHECK NUMBER 188963										\$ 795.00
188964; 01/03/2025; Outstanding; null										
2025 Expense	4792	SESAC	10790487	01/01/2025	PARKS & RECREATION	2025 Expense	465-55044-420-000000	MISCELLANEOUS FEES	2025 SESAC Licensing Fees	\$ 1,217.00
CHECK TOTAL FOR CHECK NUMBER 188964										\$ 1,217.00
188965; 01/03/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	511095	12/23/2024	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	euthanasia	\$ 26.00
	4817	VETERINARY CENTER OF LIBERTY	23216	12/17/2024	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	canine neuter	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23184	12/21/2024	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	canine spay	\$ 65.00
CHECK TOTAL FOR CHECK NUMBER 188965										\$ 156.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188966; 01/03/2025; Outstanding; null										
	4954	TAXPAYERS UNLIMITED INC	NOV/DEC 2024	12/31/2024	FINANCE		100-21020-000-0000 00	UNION DUES PAYABLE - FIRE	PR 11/1, 11/15, 12/13 & 12/27	\$ 36.00
	4954	TAXPAYERS UNLIMITED INC	11.2024	12/31/2024	FINANCE		100-21020-000-0000 00	UNION DUES PAYABLE - FIRE	Payroll Deduction Nov & Dec	\$ 50.00
CHECK TOTAL FOR CHECK NUMBER 188966										\$ 86.00
188967; 01/03/2025; Outstanding; null										
	4991	CINTAS FIRST AID & SAFETY	5246859312	12/31/2024	HR & RISK MGMT		100-53008-160-0000 00	MAINTENANCE MATERIALS	Cintas First Aid Supplies	\$ 79.03
CHECK TOTAL FOR CHECK NUMBER 188967										\$ 79.03
188968; 01/03/2025; Outstanding; null										
	5016	INTERSTATE BATTERIES	19043990175 45	12/30/2024	POLICE		100-53000-501-0000 00	GENERAL SUPPLIES	Batteries	\$ 39.84
CHECK TOTAL FOR CHECK NUMBER 188968										\$ 39.84
188969; 01/03/2025; Outstanding; null										
	5333	ED M FELD EQUIPMENT CO INC	0449447-IN	12/24/2024	FIRE		100-57019-300-0000 00	BUILDING MAINTENANCE	Replacement Gear Racks	\$ 387.60
CHECK TOTAL FOR CHECK NUMBER 188969										\$ 387.60

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188970; 01/03/2025; Outstanding; null										
	5394	GALL'S INC	029983351	12/20/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 27.38
	5394	GALL'S INC	030022152	12/27/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 32.23
	5394	GALL'S INC	029998465	12/23/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 39.33
	5394	GALL'S INC	029987405	12/20/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 73.00
	5394	GALL'S INC	029994038	12/21/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 125.08
	5394	GALL'S INC	030003910	12/23/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 243.50
	5394	GALL'S INC	029987447	12/20/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 252.95
	5394	GALL'S INC	029985600	12/20/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 335.95
	5394	GALL'S INC	029998170	12/23/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 667.98
	5394	GALL'S INC	030000061	12/23/2024	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 822.16
	5394	GALL'S INC	029964435	12/18/2024	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Sims Boots	\$ 183.96
	5394	GALL'S INC	029849905	12/06/2024	POLICE		100-59014-501-0000 00	CLOTHING EXPENSES	Belts	\$ 189.00
CHECK TOTAL FOR CHECK NUMBER 188970										\$ 2,992.52

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188971; 01/03/2025; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	5693	12/20/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Hobbs Patches	\$ 33.00
	5482	ALTERATIONS & CUSTOM SEWING ST	5692	12/23/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Flanagan Patches and Alterations	\$ 46.00
	5482	ALTERATIONS & CUSTOM SEWING ST	5697	12/20/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Hobbs Alterations	\$ 136.00
	5482	ALTERATIONS & CUSTOM SEWING ST	5680	12/27/2024	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Hobbs Pants (Blk)	\$ 279.96
	5482	ALTERATIONS & CUSTOM SEWING ST	5717	12/27/2024	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Bodenhamer Stripes	\$ 18.00
CHECK TOTAL FOR CHECK NUMBER 188971										\$ 512.96
188972; 01/03/2025; Outstanding; null										
	5662	SUMNERONE INC	4150260	12/21/2024	POLICE		100-53000-501-000000	GENERAL SUPPLIES	Toner	\$ 410.00
CHECK TOTAL FOR CHECK NUMBER 188972										\$ 410.00
188973; 01/03/2025; Outstanding; null										
	5713	NORTHWESTERN UNIVERSITY	27537	12/11/2024	POLICE		100-54001-501-000000	REGISTRATION FEES	Childs	\$ 4,700.00
CHECK TOTAL FOR CHECK NUMBER 188973										\$ 4,700.00
188974; 01/03/2025; Outstanding; null										
	5728	ALEX AIR APPARATUS 2 LLC	9022	12/17/2024	FIRE		100-53033-301-000000	SCBA SUPPLIES	SCBA Compressor maintenance	\$ 937.34
CHECK TOTAL FOR CHECK NUMBER 188974										\$ 937.34
188975; 01/03/2025; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	544595275	12/13/2024	PARKS & RECREATION		461-57012-451-000000	OFFICE EQUIPMENT MAINTENANCE	copier contract	\$ 632.24
CHECK TOTAL FOR CHECK NUMBER 188975										\$ 632.24

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188976; 01/03/2025; Outstanding; null										
	5965	CLAY CO MUSEUM & HISTORIAL SOC	CCM122024	12/30/2024	TRANSIENT GUEST TAX		244-59009-119-0000 00	CONTRIBUTIONS TO PROJECTS	Reimbursement for Tourism Grant - November Museum Expenses	\$ 581.83
	5965	CLAY CO MUSEUM & HISTORIAL SOC	CCM122024	12/30/2024	TRANSIENT GUEST TAX		244-59009-119-0000 00	CONTRIBUTIONS TO PROJECTS	Reimbursement for Tourism Grant - December Museum Expenses	\$ 647.56
CHECK TOTAL FOR CHECK NUMBER 188976										\$ 1,229.39
188977; 01/03/2025; Outstanding; null										
	6030	REJIS COMMISSION	544737	12/19/2024	POLICE		100-55039-512-0000 00	REGIONAL ALERT SYSTEM	REJIS Subscription (Dec)	\$ 921.77
CHECK TOTAL FOR CHECK NUMBER 188977										\$ 921.77
188978; 01/03/2025; Outstanding; null										
	6045	VEENSTRA & KIMM INC	47413-10	11/22/2024	PUB WRKS-PO		352-57035-201-0000 00	BRIDGE MAINT REPLC PROJ	MARILYNN BRIDGE DESIGN	\$ 5,122.38
	6045	VEENSTRA & KIMM INC	47413.11	12/20/2024	PUB WRKS-PO		352-57035-201-0000 00	BRIDGE MAINT REPLC PROJ	MARILYNN BRIDGE DESIGN	\$ 8,516.06
	6045	VEENSTRA & KIMM INC	47412-11	12/20/2024	PUB WRKS-PO		352-57035-201-0000 00	BRIDGE MAINT REPLC PROJ	RICHFIELD BRIDGE DESIGN	\$ 19,667.78
CHECK TOTAL FOR CHECK NUMBER 188978										\$ 33,306.22
188979; 01/03/2025; Outstanding; null										
Cissy Mills Aunt Funeral Plant	6115	HY-VEE FOOD	5800097069 95	12/23/2024	HR & RISK MGMT		100-59026-140-0000 00	MISCELLANEOUS EXPENSES	Cissy Mills Aunt Funeral Plant	\$ 75.00
CHECK TOTAL FOR CHECK NUMBER 188979										\$ 75.00
188980; 01/03/2025; Outstanding; null										
	6320	CHUCK ANDERSON FORD INC	FOCS183088	12/16/2024	POLICE		100-57009-501-0000 00	VEHICLE MAINTENANCE	210 light faults	\$ 153.92
	6320	CHUCK ANDERSON FORD INC	FOCS176746	02/23/2024	POLICE		100-57009-501-0000 00	VEHICLE MAINTENANCE	233 brakes	\$ 330.00
CHECK TOTAL FOR CHECK NUMBER 188980										\$ 483.92

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188981; 01/03/2025; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	13791	12/19/2024	PUBLIC WORKS		100-57019-203-00000	BUILDING MAINTENANCE	ST Pest Control Dec.	\$ 43.00
CHECK TOTAL FOR CHECK NUMBER 188981										\$ 43.00
188982; 01/03/2025; Outstanding; null										
INVB-056075 CASS CERT NEW VISIONS	6392	AVENU ENTERPRISE SOLUTIONS	INVB-056075	08/30/2024	FINANCE		595-55044-205-00000	MISCELLANEOUS FEES	13%	\$ 64.32
INVB-056075 CASS CERT NEW VISIONS	6392	AVENU ENTERPRISE SOLUTIONS	INVB-056075	08/30/2024	FINANCE		590-55044-131-00000	MISCELLANEOUS FEES	38%	\$ 187.99
INVB-056075 CASS CERT NEW VISIONS	6392	AVENU ENTERPRISE SOLUTIONS	INVB-056075	08/30/2024	FINANCE		591-55044-131-00000	MISCELLANEOUS FEES	49%	\$ 242.41
CHECK TOTAL FOR CHECK NUMBER 188982										\$ 494.72
188983; 01/03/2025; Outstanding; null										
	6467	ARC PHYSICAL THERAPY PLUS,	100324432	10/03/2024	HR & RISK MGMT		100-55038-501-00000	EMPLOYMENT TESTING	Pre-employment POET (John Baker)	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 188983										\$ 150.00
188984; 01/03/2025; Outstanding; null										
	7080	HAPPY TIMES T SHIRT COMPANY	058156	11/25/2024	POLICE		100-53018-502-00000	SWAT TEAM SUPPLIES	Bledsoe SWAT Clothing	\$ 106.50
	7080	HAPPY TIMES T SHIRT COMPANY	057976	12/09/2024	POLICE		100-53018-502-00000	SWAT TEAM SUPPLIES	Milburn SWAT Clothing	\$ 106.50
CHECK TOTAL FOR CHECK NUMBER 188984										\$ 213.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188985; 01/03/2025; Outstanding; null										
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X12012024	11/23/2024	TECH & LOGISTICS		100-56007-302-000000	MOBILE PHONES	Fire (EMS)	\$ 44.93
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X12012024	11/23/2024	TECH & LOGISTICS		100-56007-303-000000	MOBILE PHONES	Fire (Training)	\$ 57.81
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X12012024	11/23/2024	TECH & LOGISTICS		100-56007-304-000000	MOBILE PHONES	Fire (Prevent)	\$ 99.05
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X12012024	11/23/2024	TECH & LOGISTICS		100-56007-170-000000	MOBILE PHONES	att - mobile phones (IT/PD)	\$ 447.90
Split across accounts according to the attached breakdown	8295	A T & T MOBILITY	X12012024	11/23/2024	TECH & LOGISTICS		100-56007-300-000000	MOBILE PHONES	Fire (Admin)	\$ 478.85
CHECK TOTAL FOR CHECK NUMBER 188985										\$ 1,128.54
188986; 01/03/2025; Outstanding; null										
	8397	REPUBLIC SERVICES #468	DEC304680011069	12/30/2024	NONE		595-55032-205-000000	REFUSE COLLECTION FEES	Recycling Collection	\$ 39,913.50
	8397	REPUBLIC SERVICES #468	DEC304680011069	12/30/2024	NONE		595-55032-205-000000	REFUSE COLLECTION FEES	Solid Waste Collection	\$ 132,298.65
CHECK TOTAL FOR CHECK NUMBER 188986										\$ 172,212.15
188987; 01/03/2025; Outstanding; null										
	8901	THE WORK ZONE INC	71156	12/13/2024	PUBLIC WORKS		351-57036-201-000000	STREET SIGNS	ST SIGN MATERIALS	\$ 142.08
CHECK TOTAL FOR CHECK NUMBER 188987										\$ 142.08

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188988; 01/03/2025; Outstanding; null										
	999999	Stacy Barbosa	2306691	12/26/2024	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Room Rental Cancellation	\$ 200.00
CHECK TOTAL FOR CHECK NUMBER 188988										\$ 200.00
188989; 01/03/2025; Outstanding; null										
Registration under parents name	999999	Jennifer Bagby	2307767	12/17/2024	PARKS & RECREATION		461-20010-000-0000	REFUNDS PAYABLE	Registration under parent name	\$ 115.00
CHECK TOTAL FOR CHECK NUMBER 188989										\$ 115.00
188990; 01/03/2025; Outstanding; null										
	999999	Abby Byers	2312886	12/26/2024	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Splash Camp Refund	\$ 78.00
CHECK TOTAL FOR CHECK NUMBER 188990										\$ 78.00
188991; 01/03/2025; Outstanding; null										
	999999	Muriel Daniels	2314246	12/29/2024	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Dog Obedience Refund	\$ 91.00
CHECK TOTAL FOR CHECK NUMBER 188991										\$ 91.00
188992; 01/03/2025; Outstanding; null										
	919	SCOTT EASTER	1/7-1/9/25	01/03/2025	FINANCE		100-54000-501-0000	TRAINING TRAVEL	Full Mules Training	\$ 170.00
CHECK TOTAL FOR CHECK NUMBER 188992										\$ 170.00
188993; 01/03/2025; Outstanding; null										
	920	EMMA STROHM	1/7-1/9/25	01/03/2025	FINANCE		100-54000-501-0000	TRAINING TRAVEL	Full Mules Training	\$ 170.00
CHECK TOTAL FOR CHECK NUMBER 188993										\$ 170.00
188994; 01/03/2025; Outstanding; null										
	921	BROOKE WOLFE	1/7-1/9/25	01/03/2025	FINANCE		100-54000-501-0000	TRAINING TRAVEL	Full Mules Training	\$ 170.00
CHECK TOTAL FOR CHECK NUMBER 188994										\$ 170.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
188995; 01/03/2025; Outstanding; null										
	922	LARISSA HECKE	1/7-1/9/25	01/03/2025	FINANCE		100-54000-501-0000 00	TRAINING TRAVEL	Full Mules Training	\$ 170.00
CHECK TOTAL FOR CHECK NUMBER 188995										\$ 170.00
Grand Total:										\$ 389,512.19

Notes :

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

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



CITY COUNCIL ACTION REPORT

Meeting Date: January 13, 2025

A/R No.: 2025-11

Department: Finance

Submitted By: Vicki McClure, Director
Finance

Subject: Ordinance Calling an Election in the City of Liberty, Missouri on the Question of Increasing the General Sales Tax In The Amount of One Percent (1.0%)

Summary:

- The City of Liberty, Missouri (the "City"), is authorized under Section 94.510, RSMo., to impose a city sales tax on retail sales made in the City which are subject to sales tax under Chapter 144.
- The City Council of the City of Liberty, Clay County, Missouri, hereby calls and orders an election to be held in the City of Liberty, Missouri on Tuesday, April 8, 2025
- If approved, the additional 1.0% General Sales Tax will provide funding for the construction of the police department expansion
- If approved, the additional 1.0% General Sales Tax will provide funding for salary and benefit costs for public safety
- Required documents must be submitted to the Clay County Board of Elections by January 28, 2025

Background:

The City Council has established as one of its priorities increasing available funding for public safety. Over the last eight years, the City Council has taken several steps to further these priorities.

In 2017, voters approved a 0.5% public safety sales tax which provided dedicated funding for public safety recruitment and retention, four new officers and three new firefighter/EMS positions. The approval of the Public Safety Sales Tax has also provided a funding source for the city to remain competitive with compensation and to compete with area agencies in recruiting the best quality candidates.

Since the approval of the public safety sales tax, the city has added an additional five positions within the Police Department and 11 additional positions within the Fire Department to address increased call volumes and provide improved staffing for officer and firefighter safety.

To remain competitive in compensation for our Public Safety employees, the City dedicated additional funds from new revenues from the Liberty Triangle, and the voter approved 3% recreational marijuana tax in 2024 and the 2024 property tax reset.

Last year, a citizen committee was formed, with representation from each of the City's four wards and an at-large member, to review the space needs of the Liberty Police Department. Over several months, this committee studied the space utilized by the Police Department, spoke with Liberty stakeholders and police officers and worked with a third-party moderator and architecture firm to consider a modern facility.

The committee presented their findings, priorities and recommendations at the City Council Study Session on January 7. The group identified that the current 10,985 facility, built in 1982, is inadequate for the functionality of a growing and modern police department. They considered other facility locations, but determined a renovation and expansion at the current location was more cost effective. They also recommended that the expansion should accommodate the projected growth of both the community and the department through 2055. Other recommendations included improved security for police officers, a modular floor plan that supports training space, improved work-flows, and more and modern space for evidence handling and storage. The recommended that the City seek public approval for funding up to \$20 million for this purpose.

In an ever-competitive market for recruiting and retaining Public Safety employees and to provide the Liberty Police Department with a more modern facility, a 1% General Sales Tax could provide the necessary funding.

The City Council will be asking voters on April 8, 2025 for the approval of increasing the General Sales Tax by 1.0% to assist with funding for salaries and benefits for public safety and for the construction of the expansion of the police department. This additional 1.0% will be solely dedicated for current and future public safety needs. This additional tax will not sunset.

The City is required to submit documents to Clay County Board of Elections by January 28, 2025 to have the item place on the April 8, 2025 election ballot.

Previous Action (if applicable):

City Council Discussions and Staff Presentations at January 7, 2025 City Council Study Session.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
X Public Safety Sales Tax Oversight Committee	Completed/Recommended: 12/12/2024
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. Calling the Election - Ordinance (Liberty Sales Tax Increase)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE CALLING AN ELECTION IN THE CITY OF LIBERTY, MISSOURI ON THE
QUESTION OF INCREASING THE GENERAL SALES TAX IN THE AMOUNT OF ONE
PERCENT (1.0%)

WHEREAS, the City of Liberty, Missouri (the "City"), is authorized under Section 94.510, RSMo., to impose a city sales tax on retail sales made in the City which are subject to sales tax under Chapter 144; and

WHEREAS, the City Council of the City desires to submit to the voters of the City the question of increasing its general sales tax in the amount of one percent (1.0%) for certain purposes as specified in the ballot question in this Ordinance; and

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby calls and orders an election to be held in the City of Liberty, Missouri on Tuesday, April 8, 2025 on the following question:

Question:

Shall the City of Liberty, Missouri be authorized to increase its general sales tax by one percent for the purpose of providing funds for costs of public safety, including the construction of a police facility?

SECTION II

The Deputy City Clerk of the City of Liberty is hereby authorized and directed to do the and perform all acts incident to the holding and conduct of such election within the terms of the applicable provisions of the Liberty City Code and to deliver to the Clay County Board of Election Commissioners all forms, certificates and material incident to the holding of such election.

SECTION III

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.

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.

ORDINANCE NO. _____ (CONT.)

PASSED by Council this _____ day of _____, 2025.

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: January 13, 2025

A/R No.: 2024-387

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: Ordinance Approving a Six-Month Kansas City Area Transportation Authority (KCATA) Contract for IRIS (ZTRIP) Flex Transportation Service PILOT Program Within The City of Liberty, Effective January 1, 2025 through June 30, 2025 in an amount not to exceed \$84,000.00

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 \$3.00.
- 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.
- This contract provides for a six-month extension of the pilot program through the end of June 2025.
- 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.

Ridership Data from our last contract term April 2024-December 2024:

- April - Rides originated in Liberty - 1,045, Rides finished in Liberty - 936
- May - Rides originated in Liberty - 1,150, Rides finished in Liberty - 1,041
- June - Rides originated in Liberty - 1,119, Rides finished in Liberty - 1,021
- July - Rides originated in Liberty - 1,143, Rides finished in Liberty - 1,001
- August - Rides originated in Liberty - 1,405, Rides finished in Liberty - 1,226
- September - Rides originated in Liberty - 1,455, Rides finished in Liberty - 1,352
- October - Rides originated in Liberty - 1,578, Rides finished in Liberty - 1,488
- November - Rides originated in Liberty - 1,391, Rides finished in Liberty - 1,347

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 six-month extension of the IRIS (zTrip) pilot program effective beginning January 1, 2025 through June 30, 2025, for \$14,000 monthly. During the six-month pilot program extension, trips within the boundaries of the City of Liberty will have a fare of \$3.00. 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 six-month contract 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.

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):

A nine month contract was approved on April 10, 2024. That contract expired on December 31, 2024.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 352.55044.160.000000	Amount: \$84,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Liberty KCATA 2025 Q1_Q2 6 month contract chair signed
2. ORD - IRIS KCATA 6 MONTH 2025

KANSAS CITY AREA TRANSPORTATION AUTHORITY

A Contract for Transit Service

LIBERTY, MISSOURI

THIS CONTRACT entered into this ____ day of _____, 2024 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 IRS transportation services (hereinafter referred to as “Contract Service”), set forth in Attachment “A,” be operated by the KCATA for the period January 1, 2025, through June 30, 2025.
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 **\$84,000** 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).

**City of Liberty – 6 Month Contract
January 1, 2025 – June 30, 2025**

IRIS Service	<u>\$ 84,000</u>
Total Local Share	\$ 84,000

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 **\$84,000**.
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 one-sixth of the Community’s portion of the estimated total local share for the six-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 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.

**City of Liberty – 6 Month Contract
January 1, 2025 – June 30, 2025**

- 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 – 6 Month Contract
January 1, 2025 – June 30, 2025

THE KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: 
Reginald Townsend, Chair

Date: 

THE CITY OF LIBERTY, MISSOURI

By: _____

Date: _____

Name and Title: Greg Canuteson, Mayor

Attachments

Attachment A: Contract Service

**City of Liberty – 6 Month Contract
January 1, 2025 – June 30, 2025**

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.

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A SIX-MONTH KANSAS CITY AREA
TRANSPORTATION AUTHORITY (KCATA) CONTRACT FOR IRIS (zTRIP)
FLEX TRANSPORTATION SERVICE PILOT PROGRAM WITHIN THE CITY OF
LIBERTY, EFFECTIVE JANUARY 1, 2025 THROUGH JUNE 30, 2025 IN AN
AMOUNT NOT TO EXCEED \$84,000.00

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 six-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 January 1, 2025 through April 30, 2025, for a fare of \$3.00 per ride; and

WHEREAS, the six-month IRIS (zTrip) pilot program will cost \$14,000.00 per month for a total not to exceed \$84,000.00; and

WHEREAS, the KCATA six-month Contract for IRIS (zTrip) Flex Transportation Service Pilot Program within the City of Liberty will be effective January 1, 2025 through June 30, 2025;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves the Kansas City Area Transportation Authority nine-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 EIGHTY FOUR THOUSAND DOLLARS (\$84,000.00), effective January 1, 2025 through June 30, 2025, said Contract being incorporated by reference herein and available for review as required by law.

ORDINANCE NO. _____(CONT.)

SECTION II

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

SECTION III

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: January 13, 2025

A/R No.: 2025-2

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 to prohibit parking on Hillcrest Road between the Ridgeview Elementary School drive entrances.

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 City Council for approval of a permanent regulation change.

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

Prohibiting parking on the southwest side of Hillcrest Road between the Ridgeview Elementary School drive entrances across from Dixie Street.

Previous Action (if applicable):

- Temporary Traffic Regulation issued October 15, 2024.

Policy/Committee Review:

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

Financial Considerations:

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

Non-Budgeted	Line Item: N/A	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Amending Chapter 20

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 20-181. Schedule X, "parking prohibited at all times." of the Code of the City of Liberty, Clay County, Missouri is hereby amended as follows:

Add the following:

Hillcrest Road, southwest side, from Dixie Street to a point one hundred twenty (120) feet northwest.

SECTION II

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK

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

MAYOR



**CITY COUNCIL
ACTION REPORT**

Meeting Date: January 13, 2025

A/R No.: 2024-383

Department: Planning & Development

Submitted By: Jeanine Thill, Community
Development Manager

Subject: Resolution Granting a Certificate of Appropriateness for Exterior
Improvements at 14 N. Prairie Street, Dougherty Historic District, a 353 Tax
Abatement Project

Summary:

An application for a Certificate of Appropriateness (COA) for exterior improvements made as a result of incentives provided by the City must be reviewed by HDRC and forwarded to the City Council with a recommendation.

Background:

The owner is planning to take advantage of the City's Chapter 353 tax abatement program for exterior improvements at 14 N. Prairie, Dougherty Historic District.

Previous Action (if applicable):

An application for a COA was approved by HDRC at their November 4, 2024 meeting and by LMRC on December 19, 2024.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: LMRC	Completed/Recommended: 12.19.24

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. Staff Report 24-013D 353 14 N Prairie with Exhibits
2. HDRC Mtg Excerpt Nov 4 2024
3. Resolution Granting a COA for Exterior Improvements at 14 N. Prairie Street



HDRC Case No. 24-013D

Staff: Jeanine Thill, Community Development Manager

HDRC Meeting Date: November 4, 2024

GENERAL INFORMATION

Application: Certificate of Appropriateness for like in kind repairs to a rear window and replacement of the back-porch screens. A new sliding door on the garage. Sidewalk repairs as needed. A 353 Project.

Applicant: Jamie Goodwin

Location: 14 N Prairie

District: Dougherty Historic District

File Date: August 28, 2024

SPECIFIC INFORMATION**SITE HISTORY**

This vernacular housing form has a front porch inset in the "L" between the intersection of the two wings. The hip-roof porch has simple, round classical columns. The tall, narrow windows are paired on the first floor, and a single on the second with an entablature surround. The porch has a small multi-paned casement window. The stucco appears to be non-historic; there is a band separating the first from the second floor.

PROPOSAL DESCRIPTION

Build new steps to the back porch. See Exhibit D

Like in kind repairs to wood rot on the back-porch windows and like in kind replacement of screens.

Like in kind repairs to the garage siding

Add a new wood sliding door to the east elevation of the garage. See Exhibit D

Sidewalk repairs as needed.

ANALYSIS

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

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

DG: Sec. 30-72. District HP, design principles	Staff Analysis

2. Alterations: Alterations shall restore a structure's original elements, materials, and appearance, if economically or physically feasible. Alterations affecting the exterior of a structure shall preserve all significant original exterior elements, including building materials, doors, windows, and decorative elements. Elements that are not original, but which may have acquired significance by virtue of age or craftsmanship, shall also be preserved. Alterations that disguise or sheath original elements and materials will not be permitted. Storefronts and commercial building facades shall be treated as a whole, and alterations to the first floor should be compatible with the upper floor(s).

The proposed alterations to the existing garage are appropriate.

8. Porches: Porches, porticos, stoops, entryways, loading docks, decks, and exterior stairways shall be of a scale, design, material, and color that complement the existing façade and its individual elements.

The proposed alterations to the rear porch and new steps are appropriate.

PREVIOUS CASES / ADDITIONAL INFORMATION

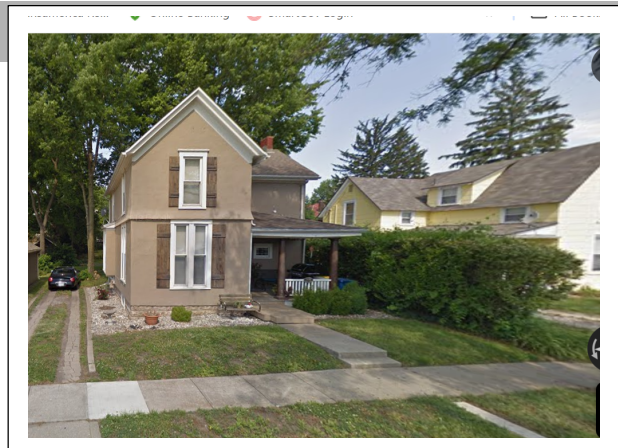
Applications using tax incentives shall be considered by HDRC and approved by City Council.

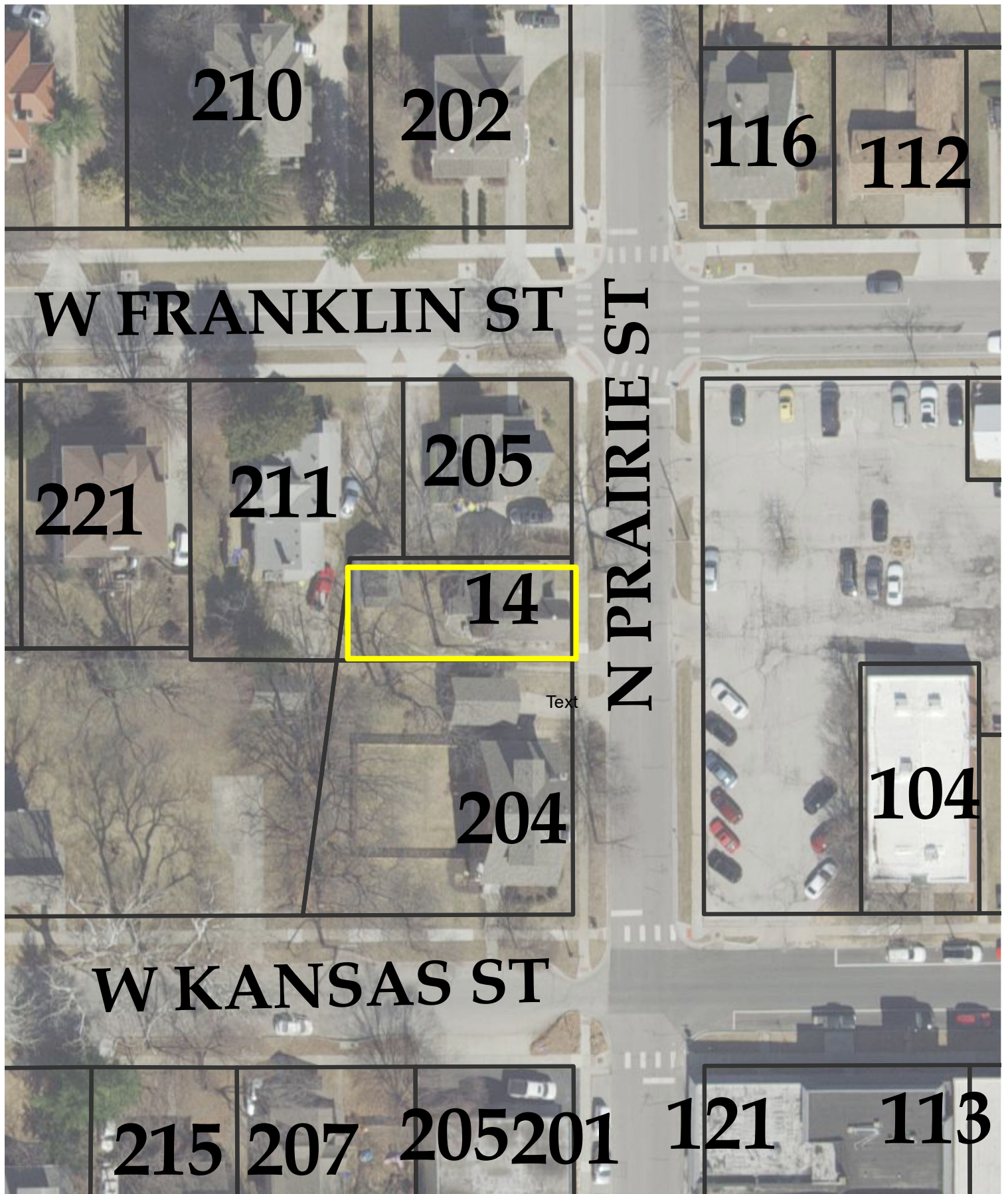
STAFF RECOMMENDATION

The application meets the standards for review and guidelines therefore, staff recommends approval of HDRC case 24-013D.

ATTACHMENTS

1. Exhibit A: Vicinity Map
2. Exhibit B: Inventory Data Sheet
3. Exhibit C: Existing Conditions
4. Exhibit D: Drawings & Materials



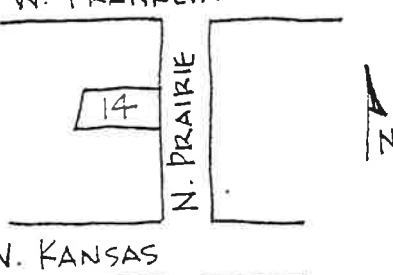


HDRC Case #24-013D
14 N Prairie



EXHIBIT A:
VICINITY MAP

MISSOURI OFFICE OF HISTORIC PRESERVATION
ARCHITECTURAL/HISTORIC INVENTORY SURVEY FORM

1. NO. C-32		4. PRESENT LOCAL NAME(S) OR DESIGNATION(S) 14 N. Prairie		1. NO.
2. COUNTY Clay		5. OTHER NAME(S)		
3. LOCATION of Liberty NEGATIVES Community Development				4. PRESENT LOCAL NAME(S) OR DESIGNATION(S)
8. SPECIFIC LEGAL LOCATION TOWNSHIP 31S RANGE 31W SECTION 7 IF CITY OR TOWN, STREET ADDRESS		16. THEMATIC CATEGORY		
7. CITY OR TOWN IF RURAL, VICINITY Liberty		17. DATE(S) OR PERIOD late 19th cent.		4. PRESENT LOCAL NAME(S) OR DESIGNATION(S)
9. DESCRIPTION OF LOCATION W. FRANKLIN		18. STYLE OR DESIGN National - gable-front-and-wing		
		19. ARCHITECT OR ENGINEER		4. PRESENT LOCAL NAME(S) OR DESIGNATION(S)
9. COORDINATES UTM LAT N121,400 LONG E522,000		20. CONTRACTOR OR BUILDER		
10. SITE () STRUCTURE () BUILDING (X) OBJECT ()		21. ORIGINAL USE, IF APPARENT residence		4. PRESENT LOCAL NAME(S) OR DESIGNATION(S)
11. ON NATIONAL REGISTER? YES () NO (X)		22. PRESENT USE residence		
13. OF ESTAB. HIST. DISTRICT? YES () NO (X)		23. OWNERSHIP PUBLIC () PRIVATE (X)		4. PRESENT LOCAL NAME(S) OR DESIGNATION(S)
14. DISTRICT POTENTIAL? YES (X) NO ()		24. OWNER'S NAME AND ADDRESS IF KNOWN		
15. NAME OF ESTABLISHED DISTRICT		25. OPEN TO PUBLIC? YES () NO (X)		4. PRESENT LOCAL NAME(S) OR DESIGNATION(S)
42. FURTHER DESCRIPTION OF IMPORTANT FEATURES This vernacular housing form has a front porch inset in the "L" between the intersection of the two wings. The hip-roof porch has simple, round classical columns. The tall, narrow windows are paired on the first floor, and single on the second with an entablature surround. The porch has a small, multi-paned casement window. The stucco appears to be non-historic; there is a band separating the first from the second floor.		26. LOCAL CONTACT PERSON OR ORGANIZATION Community Development Director		
43. HISTORY AND SIGNIFICANCE Although quite modest in its execution, the house is nonetheless representative of the many simple, vernacular houses built. Its scale and setting lend character to the edge of the historic district.		27. OTHER SURVEYS IN WHICH INCLUDED		6. TOWNSHIP
44. DESCRIPTION OF ENVIRONMENT AND OUTBUILDINGS The current lot is very small, and the house is set close to the street. It is on the edge of a potential historic district, and is important in anchoring the visual character. It is across the street from a parking lot.		46. PREPARED BY Deon Wolfenbarger		
45. SOURCES OF INFORMATION		47. ORGANIZATION Community Development		SECTION
RETURN THIS FORM WHEN COMPLETED TO: OFFICE OF HISTORIC PRESERVATION P.O. BOX 176 JEFFERSON CITY, MISSOURI 65102 PH. 314-751-4096		48. DATE 4/87		
F ADDITIONAL SPACE IS NEEDED, ATTACH SEPARATE SHEET(S) TO THIS FORM		49. REVISION DATE(S) Exhibit B		2. COUNTY

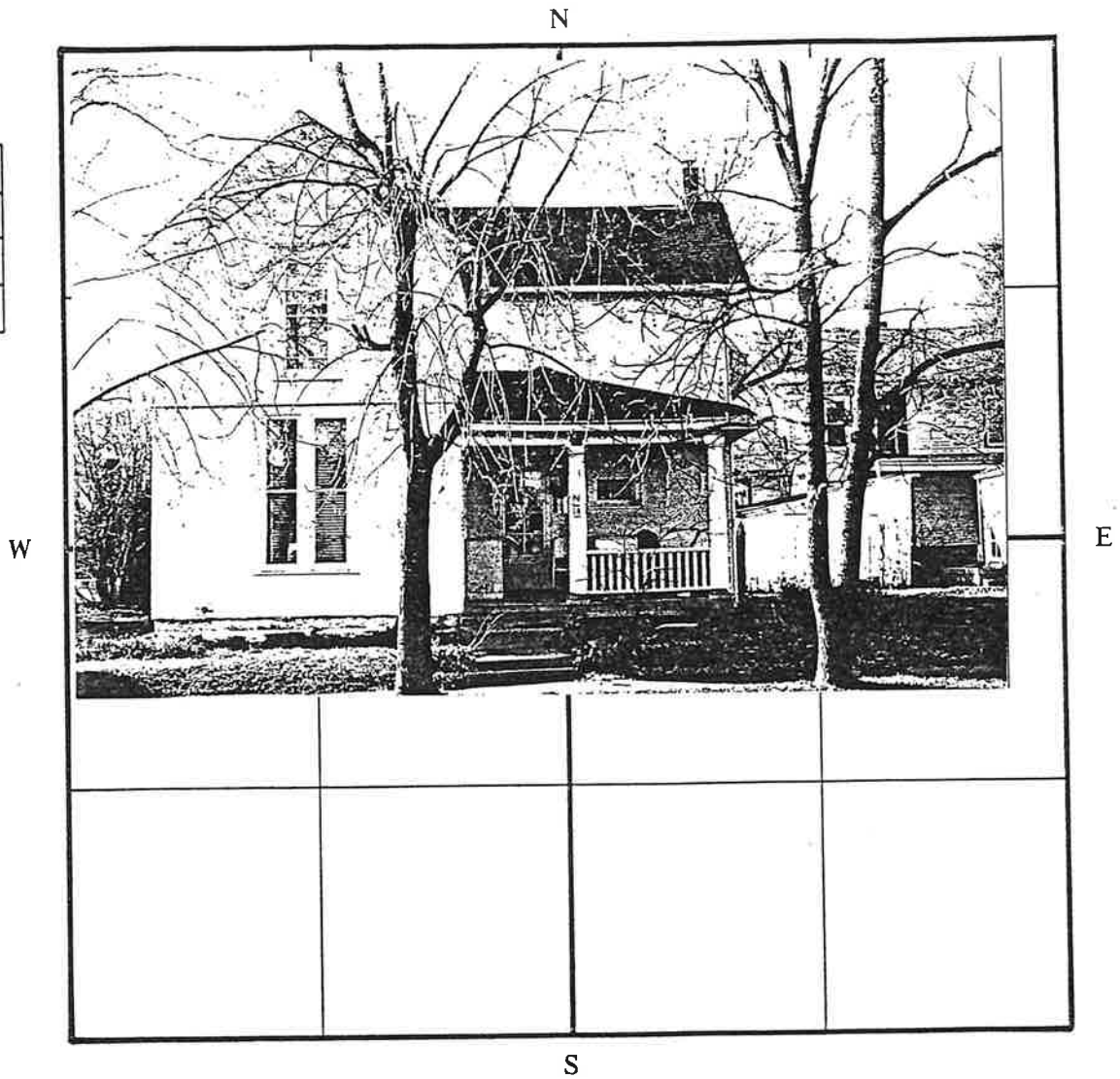
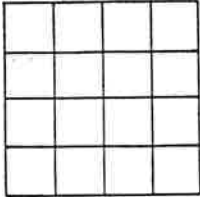
Sketch map of location

Site No. _____

Section 7 Township 51N Range 31W

Indicate the chief topographical features, such as streams and elevations. Also indicate houses and roads. Indicate the site location by enclosing the site area with dotted line. Note scale of map and portion of section included in sketch map. Include drawings, photographs, etc. on additional pages.

Indicate part of section included in sketch map.



Notes:

THIS IS PROBABLY THE ONE MOST IMPORTANT PART OF THIS DATA FORM!

Please Attach a copy of a topographic map with the site marked on it.

The panels will be made to slide open, just like the front door. This will give access to the interior from the new patio area, to open up the space and allow the old dormate garage to give new life and enjoyment by providing a small outdoor area for family enjoyment: covered eating area with a foosball & pin ball tables. Lighting will be hung and installed inside the garage.



East Elevation of Garage

The door in the side will exist of the panel boards to look intentionally as if there is no door, but blend in with the remainder of the side.



South Elevation of Garage



East Elevation of Garage

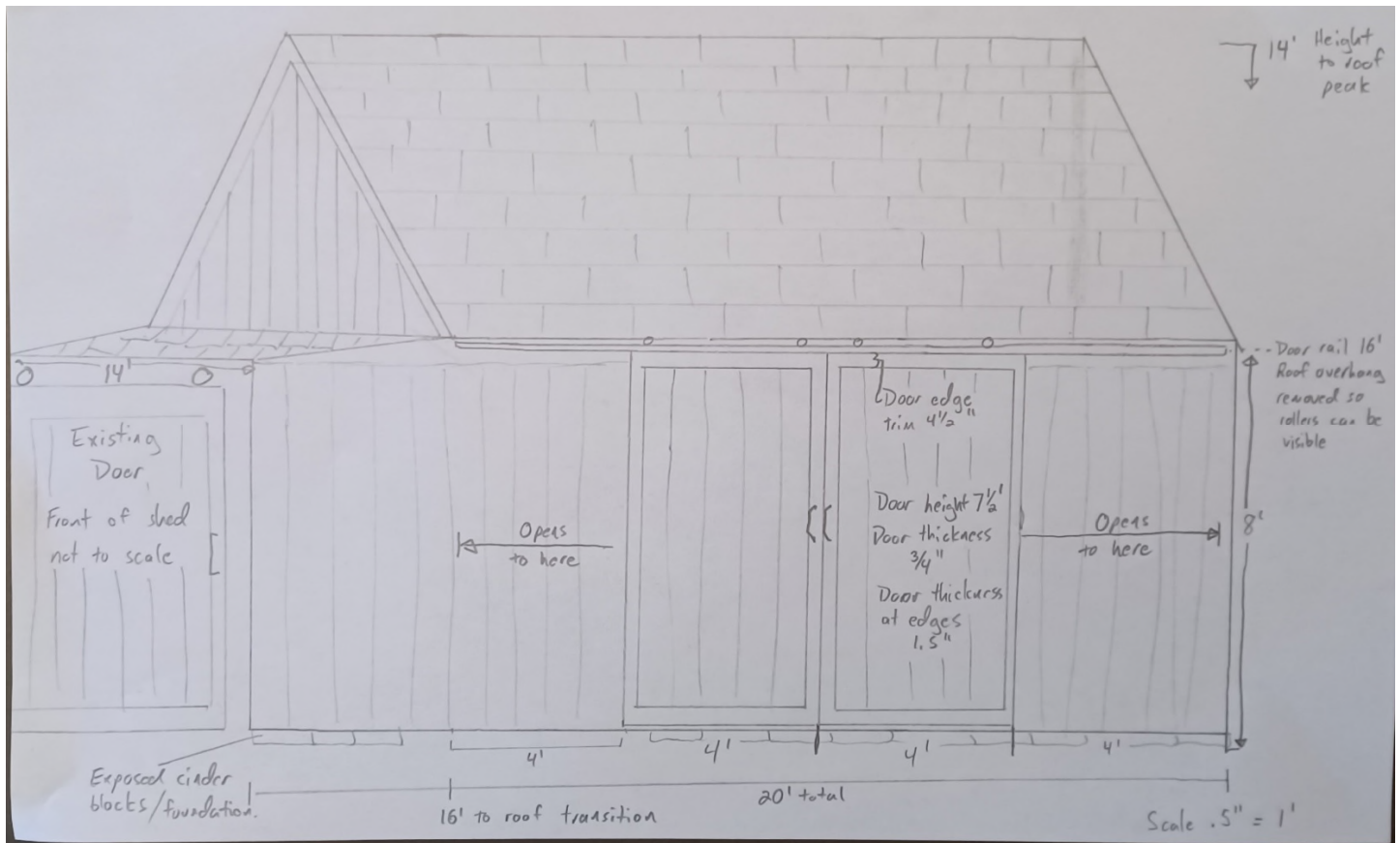


North Elevation of Garage

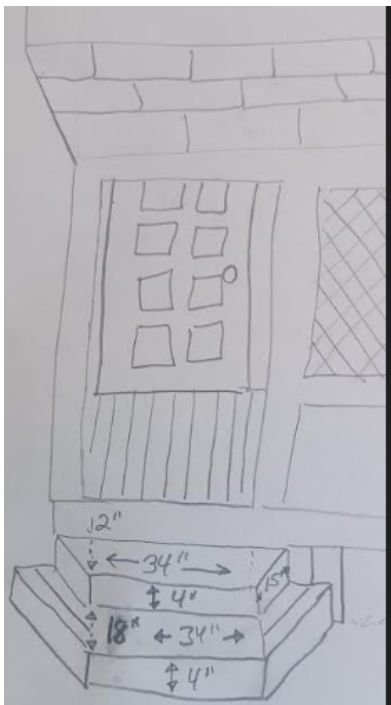


Back Porch -
West Elevation

Existing Back Porch
Steps



Alterations to East Elevation of the existing garage



Drawing Back porch steps



Hardware for new garage doors

Materials:
 Detached Garage: Replace wood like in kind, wood siding 2x12
 Steps to the back porch: Wood

Exhibit D:
 Drawings & Materials

LIBERTY HISTORIC DISTRICT REVIEW COMMISSION

Meeting Excerpt

November 4, 2024

5:30 pm

City Council Chambers

HDRC Case #24-013D Consideration of a Certificate of Appropriateness for back-porch steps, like in kind repairs to wood rot and adding a door on the accessory structure at 14 N. Prairie, Dougherty Historic District, a 353 project.

- Staff read the staff report and recommended approval.
- Commissioner Drottz asked what material they plan to use on the boards around the windows.
- The applicant said she hopes to use the existing materials and do repairs, but if replacement is necessary, it would be wood. The stairs will also be wood.
- Commissioner Drottz said he would recommend a product called *Abitron* for any repairs.
- The applicant said she would like recommendations on how to preserve the siding.
- Commissioner Drottz recommended using a wood hardener, then apply a clear protection then paint it if so desired.
- Commissioner Rinker asked if there would be a railing for the back steps. The applicant said there will not.

A motion was made by Commissioner Rinker to approve the application as presented because it meets the guidelines and the UDO. The motion was seconded by Commissioner Drottz. The motion passed 7-0-0.

RESOLUTION NO. _____

A RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR
IMPROVEMENTS AT 14 N. PRAIRE STREET, DOUGHERTY HISTORIC DISTRICT, A 353
TAX ABATEMENT PROJECT

WHEREAS, applications for a certificate of appropriateness for exterior alterations made as a result of financial incentives provided by the city must be reviewed by the HDRC and forwarded to the council with a recommendation; and

WHEREAS, a decision of the Historic District Review Commission to approve a certificate of appropriateness for exterior improvements at 14 N. Prairie, Dougherty Historic District, has been duly and properly presented to the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a certificate of appropriateness for exterior improvements at 14 N. Prairie Street, Dougherty Historic District, is hereby granted, according to the design specifications in the application for a certificate of appropriateness on file in the Department of Planning and Development and available for review as required by law.

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

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

MAYOR

ATTEST:

DEPUTY CITY CLERK